

TMC FINANCIAL, LTD.
308 N. CURRY ST., STE. 100 ASSUMPTION AGREEMENT
CARSON CITY, NV 89701

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AGREEMENT, made this 4th day of Oct, 1984, between R.H. HOBSON

hereinafter called the "Transferor"; ROGER H. ELTON AND PATRICIA W. ELTON

hereinafter called the "Transferee"; and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA, a corporation created and existing under and by virtue of the laws of the United States of America, having its principal place of business in the City of Reno, County of Washoe, State of Nevada, hereinafter called the "Association";

W I T N E S S E T H:

WHEREAS, the Transferor did on 13 JANUARY, 1984, execute and deliver unto the Association a Note in the sum of FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 50,000.00) for the payment of said principal sum together with interest thereon at the rate and upon the terms as more fully set forth in said Note; and

WHEREAS, the Transferor did also execute, acknowledge and deliver a Deed of Trust of even date therewith which Deed of Trust was recorded in Book 184*, at page 2332*, under Document Number 094623*, Official Records of DOUGLAS County, NEVADA, and which Deed of Trust covered the premises described as follows:

LOT 4, OF TOPAZ LODGE SUBDIVISION, IN THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ AND THE SOUTHWEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{2}$, SECTION 29, TOWNSHIP 10 NORTH, RANGE 22 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 7, 1955, AS DOCUMENT NO. 10334.

* RE-RECORDED BOOK 684, PAGE 1637, DOCUMENT NO. 102359

WHEREAS, the Association is the holder of said Note and Deed of Trust; and there is now due and owing the sum of FORTY-NINE THOUSAND SIX HUNDRED SEVENTY-SIX AND 61/100 Dollars (U.S. \$ 49,676.61), with interest thereon at the rate of TWELVE AND NINE-TENTHS percent (12.9 %) per annum from 1 MARCH 1984 said indebtedness being payable by equal consecutive monthly payments of FIVE HUNDRED EIGHTY-TWO AND 23/100 Dollars (\$ 582.23) on the 1 FEBRUARY 2004, 19/11, and

WHEREAS, the Transferor has conveyed the premises described above to the Transferee; and

WHEREAS, the Transferor and Transferee have requested the Association to release the Transferor from the obligation to pay the principal sum of said Note and Deed of Trust and interest thereon, provided the Transferee assumes the obligation to pay the remaining indebtedness set forth above.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises of the Parties hereto, the Parties hereto do hereby mutually covenant and agree as follows:

1. The Transferee does hereby assume and agree to pay the principal sum of the indebtedness evidenced by the Note and secured by said Deed of Trust, reduced as of 1 NOVEMBER, 1984 to the principal sum of \$ 49,579.68 together with interest at the rate of THIRTEEN AND NINE-TENTHS percent (13.9 %) per annum, in accordance with the terms of said Note and Deed of Trust, or as said terms may from time to time be modified or changed, with the same force and effect as if the said instruments had originally been executed by them.

2. The Association does hereby relieve and release the Transferor of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the said Note and Deed of Trust above referred to, and the Association hereby agrees that it will not institute any action, suit, claim or demand in law or in equity against the Transferor for or on account of the indebtedness secured by said Note and Deed of Trust nor on account of any failure of performance of any of the covenants or terms of the said Note and Deed of Trust, but it is expressly understood and agreed by the Parties hereto that this agreement shall not be deemed to be or construed as a release of the debt nor shall anything herein contained in any manner or form impair the validity of the lien of the said Note and Deed of Trust.

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BOOK 1084 PAGE 1966

There are no offsets or defenses to the said Note and Deed of Trust or to the amount of the debt as hereinbefore set forth.

Except as modified by this agreement, all the provisions of said Note and Deed of Trust are and shall remain in full force and effect and are and shall be performed by the Transferee.

This agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures the day and year in this Agreement first above written.

R. H. Hobson
R. H. HOBSON

TRANSFEROR(S)

Roger H. Elton
ROGER H. ELTON

Patricia W. Elton
PATRICIA W. ELTON

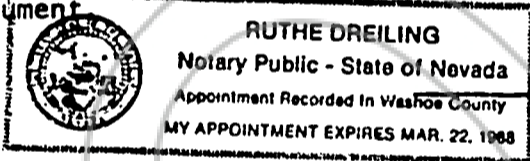
TRANSFEEE(S)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA

By Pam Scheer
PAM SCHEER, AUTHORIZED AGENT

STATE OF NEVADA)
) SS.
COUNTY OF Washoe)

On this 5th day of October, 1984, personally appeared before me, a Notary Public, R. H. Hobson, who acknowledged to me that he executed the above instrument.



Ruthe Dreiling
Notary Public

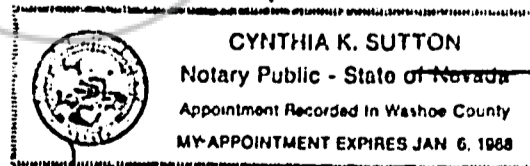
STATE OF NEVADA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____, who acknowledged to me that _____ executed the above instrument.

Notary Public

STATE OF NEVADA)
) SS.
COUNTY OF Wahkae)

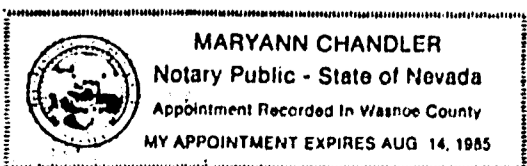
On this 4th day of October, 1984, personally appeared before me, a Notary Public, Roger H. Elton and Patricia W. Elton, who acknowledged to me that they executed the above instrument.



Cynthia K. Sutton
Notary Public

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 4TH day of OCTOBER, 1984, personally appeared before me, a Notary Public, PAM SCHEER, known to me to be the AUTHORIZED AGENT of the corporation that executed the above instrument, who acknowledged that _____ executed the same.



Maryann Chandler
Notary Public

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✓
First American Title Company of Nevada
P.O. BOX 531 • RENO, NEVADA 89504

COPY

REQUESTED BY
First American Title Co. of NV
IN OFFICIAL RECORDS OF
COUNTY OF NEVADA

'84 OCT 18 A10:38

SUZANNE BEAUFREAU
RECORDER

\$ 7.⁰⁰ PAID JM DEPUTY

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BOOK **1084** PAGE **1968**