

ASSUMPTION and RELEASE OF LIABILITY AGREEMENT

WHEREAS, the EL DORADO SAVINGS & LOAN ASSN., a corporation, is the owner and holder of a Note secured by a Deed of Trust to said Association for its benefit, recorded in the office of the County Recorder of the County of Douglas, State of ~~CALIFORNIA~~ in Book 979 of Official Records of said county at page 787 dated the NEVADA 30th day of August, 19 79, for an original sum of FORTY EIGHT THOUSAND AND NO/100 Dollars (\$48,000.00) which provides for additional advances to be secured by said Deed of Trust. Receipt of copies of said Note and Deed of Trust are hereby acknowledged by the undersigned. The undersigned further acknowledge that we understand that the said Note and Deed of Trust may contain certain pre-payment penalties and we hereby agree to such terms and conditions.

AND, WHEREAS, the undersigned are now acquiring legal title to the premises described in said Deed of Trust:

NOW, THEREFORE, the undersigned by these presents, does assume the indebtedness owing to the EL DORADO SAVINGS & LOAN ASSN., a corporation, evidenced by said Note and Deed of Trust hereinabove referred to; and in consideration of the EL DORADO SAVINGS & LOAN ASSN., a corporation, transferring said loan and indebtedness to the undersigned as owner of the premises herein referred to;

IT IS AGREED that the total unpaid balance of said indebtedness at this date is

FORTY SIX THOUSAND SEVEN HUNDRED FIFTY TWO AND 70/100 Dollars (\$46,752.70) and that the monthly installments on said total indebtedness shall be payable

FIVE HUNDRED FOURTEEN AND 63/100 Dollars (\$514.63) per month, beginning January 1, 19 85. Future interest upon said entire indebtedness shall be as follows:

12.625% percent per annum. Present impound balance \$ None

In all other respects said Note and Deed of Trust shall remain unaffected, unchanged and unimpaired by reason of this agreement. The undersigned promises to carry out all of the obligations of the Trustor under the Deed of Trust.

The undersigned represents to said Association that the property securing said indebtedness is free and clear of any lien except for said indebtedness and is the property of the undersigned subject to said indebtedness. The undersigned further agrees that the property described in the said Deed of Trust shall be held as security for any and all indebtedness of the undersigned whether now existing or hereafter created. The undersigned does hereby request that copies of the Notice of Default and Notice of Sale be sent to the mailing address hereinbelow set forth.

We request that the El Dorado Savings and Loan Association release PAUL D. HENNING and BERTHA E. HENNING from all liability arising out of their execution of said Note and Deed of Trust.

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 18th day of December, 19 84.

MAILING ADDRESS

X 2642 Clapham
X Minden, NV 89423

X Clifford J. Hill
CLIFFORD J. HILL

X Julia C. Hill
JULIA C. HILL

(New Owners)

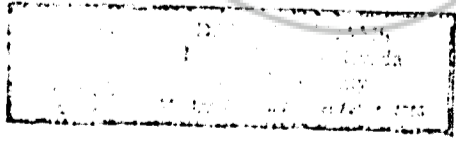
STATE OF ~~CALIFORNIA~~ Nevada
COUNTY OF Douglas

On this 18th day of December, in the year one thousand nine hundred and eighty-four before me, Darlene Adams, a Notary Public, State of Nevada, duly commissioned and sworn, personally appeared Clifford J. Hill and Julia C. Hill

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Douglas the day and year in this certificate first above written.

Darlene Adams
Notary Public, State of ~~California~~ Nevada



111423

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# ASSUMPTION and RELEASE OF LIABILITY AGREEMENT

## NOTICE OF SALE

The undersigned being the former owners of the real property described in the above Assumption and Release of Liability Agreement, do hereby notify the EL DORADO SAVINGS & LOAN ASSN. that we have sold said real property to the above-named new owners and we request that the said Association transfer said loan on its records to the said new owners and we do hereby assign to the new owners any and all impounds or other credits to which we may be entitled. We request that the El Dorado Savings and Loan Association release us from all liability arising out of our execution of the subject Note and Deed of Trust.

We do further acknowledge that we have read and approved the above Assumption and Release of Liability Agreement and that we are aware that the interest rate provided for in the Promissory Note may have been changed. We do hereby subordinate any liens which we may have against any said real property to all the terms and conditions of the above Assumption and Release of Liability Agreement. We do hereby warrant that this sale was validly made, that the agreement therefor is in all respects enforceable, and that at the time thereof, we were not, and are not now, in default of any of the provisions or requirements of the promissory note evidencing said loan, nor of the Deed of Trust securing the same. We expressly hold harmless EL DORADO SAVINGS & LOAN ASSN. of any claims or liability of any kind arising out of this sale and assumption, including, but not limited to, rescision, offset or breach of warranty.

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 18<sup>th</sup> day of December, 1984.

FORWARDING ADDRESS

X P.O. Box 1209  
Minden, NV 89423

Paul D. Henning  
PAUL D. HENNING

Bertha E. Henning  
BERTHA E. HENNING

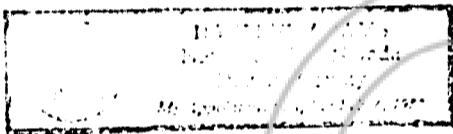
(Former Owners)

STATE OF ~~CALIFORNIA~~ Nevada }  
COUNTY OF Douglas } ss.

On this 18<sup>th</sup> day of December in the year one thousand nine hundred and eighty four before me, \_\_\_\_\_, a Notary Public, State of ~~California~~ Nevada, duly commissioned and sworn, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged to me that They executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ County of Douglas the day and year in this certificate first above written.



Charles Adams  
Notary Public, State of ~~California~~ Nevada

(TO BE COMPLETED WHEN OTHER LIENS EXIST.)

The undersigned being the holder of that certain \_\_\_\_\_ recorded in Book \_\_\_\_\_ page \_\_\_\_\_ official records of the county of \_\_\_\_\_ do hereby subordinate said lien to all of the terms and conditions of the above Assumption and Release of Liability Agreement which we have read and approved.

Date \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ County of \_\_\_\_\_ the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of California

The EL DORADO SAVINGS & LOAN ASSOCIATION, being the owner and holder of the Note secured by Deed of Trust described in the within and foregoing Assumption and Release of Liability Agreement, and having been requested to approve the assumption therein described, and in reliance upon the representations and warranties hereinabove made, does hereby approve the said Assumption and Release of Liability Agreement and, further, pursuant to the request of the new owners and former owners, does hereby release PAUL D. HENNING and BERTHA E. HENNING the former owners, from any and all liability arising out of their execution of the subject Note and Deed of Trust.

Dated: December 7, 1984

CNT/hs

**111423**  
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EL DORADO SAVINGS & LOAN ASSOCIATION,  
Carol N. Teach Carol N. Teach  
By: Asst. Loan Service Officer

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COPY

REQUESTED BY  
**SILVER STATE TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. CANADA

'84 DEC 19 AM 11:29

SUZANNE BEAUREAU  
RECORDER

ESPAIN

\$ 7.00 PAID. *ju* DEPUTY

111423

USVI 1584 0851 1000

BOOK ~~1200~~ PAGE 1726