



ASSIGNMENT AND ASSUMPTION AGREEMENT

I To: First Interstate Bank of Nevada, N.A.

For value received the undersigned hereby transfer and assign to \_\_\_\_\_

BENNIE DI SALVO
PURCHASER

all of the interest of the undersigned in any refunds or credits which may at any time be available by reason of the provisions of the deed of trust in the following described agreement or the contract of insurance thereof by the Federal Housing Administration.

Dated: April 26, 1985

MADDART ENTERPRISES BY:

Handwritten signatures of Leroy J. Athenour and Marilyn Athenour, Partners.

Handwritten signatures of Richard Schlotman and Margaret A. Schlotman, Partners, with printed names and titles.

II To: First Interstate Bank of Nevada, N.A.

The undersigned having heretofore assumed or being the maker(s) or guarantor(s) of the promissory note and deed of trust described in the following Assumption Agreement, Section III below in consideration of the execution and acceptance thereof, hereby jointly and severally agree that the liability of the undersigned on the said note shall not be affected thereby.

Dated: April 26, 1985

MADDART ENTERPRISES BY:

Handwritten signatures of Leroy J. Athenour and Marilyn Athenour, Partners.

Handwritten signatures of Richard Schlotman and Margaret A. Schlotman, Partners, with printed names and titles, and the label 'SELLER OR GUARANTOR'.

\$198,929.33 AMOUNT FINANCED (Assumed)

III To: First Interstate Bank of Nevada, N.A.

The undersigned having acquired title to that certain real property in a deed of trust dated October 29, 1982 executed by MADDART ENTERPRISES, A PARTNERSHIP

which deed of trust was given to secure a promissory note of even date in the principal sum of \$225,000.00 Two hundred twenty five thousand and no/100 Dollars (\$225,000.00) with interest in lawful money from May 1, 1985 at the ANNUAL PERCENTAGE RATE of 1 1/2% Above %FINV Prime until paid, on the decreasing balance of said principal sum, said principal and interest payable as follows: Three thousand one hundred fifty and no/100 Dollars (\$ 3,150.00) on the 1st day of June, 1985, and Three thousand one hundred fifty and no/100 Dollars (\$ 3,150.00)

on the 1st day of each and every month thereafter until the 1st day of November, 1987, on which said date the entire balance of principal and interest then unpaid shall be due and payable.

Monthly Payments (will) include additional amounts to be applied to the Tax and Insurance Account; and having agreed as part of the purchase price of said property to assume and pay the indebtedness evidenced by said note, the undersigned does hereby assume and agree to pay the indebtedness evidenced by the said promissory note (or as the same may be modified or extended) and to be bound by and to perform all the covenants of the said deed of trust at the time and in the manner provided therein.

\* Plus Loan Trust Fund including taxes and fire insurance.

Dated: April 26, 1985

Handwritten signature of Bennie DiSalvo, Purchaser.

REQUESTED BY LAWYERS TITLE

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

N-134 (6-81)

85 APR 30 P4:17

SUZANNE BEAUPREAU RECORDER

\$5.00 PAID DEPUTY

116702

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