

## ASSIGNMENT AND ASSUMPTION AGREEMENT

	BENNIE DI	SALVO
all of the interest of the unde provisions of the deed of tru Federal Housing Administra	ersigned in any refunds or c ust in the following describ	CHASER credits which may at any time be available by reason of the seed agreement or the contract of insurance thereof by the
Dated April 26,	1985	MADDART ENTERPRISES BY:
Dated: April 20,		Pola Killst
Mull thomas Pa	ntnon	Richard Schlotmoner Seveny Partner
erdy J. Athemour, Par		Managet 1. Al Jather
artilyn Athenour, Par		Margaret A. Schlothan, Partner
To: First Interstate Bank of I	Novada N A	\ \
The undersigned having deed of trust described in the and acceptance thereof, he shall not be affected there payment, protest and notice the time of payment of properformance of any of the payment of t	g heretofore assumed or be e following Assumption Agrareby jointly and severally a beby. The undersigned furt e of non-payment of the said incipal or any instalment of provisions of the deed of tr	ing the maker(s) or guarantor(s) of the promissory note and reement, Section III below in consideration of the execution agree that the liability of the undersigned on the said note the jointly and severally waive presentation, demand of indebtedness and expressly consent to delay or change in the reof or in the amount of one of more instalments or just, to partial releases of the property covered by the said
deed of trust, to the accepta	nce of additional security fo	or said note and the reduction of the interest rate or principa
thereof, and to subsequent a liability of the undersigned t		without notice to the undersigned and without affecting the
liability of the undersigned t	mereon.	MADDART ENTERPRISES BY:
Dated: April 26	, 1985	Richard SchlotomaniNAL MAKER, Partner
1   ///		Michard Schiothan, Charten
Than Thanson Ba	artner	Margaret A. Schleithlamaker Partner
		Margaret A. Schiothan, Farther
Athenour, Pa July ttto Manityn Athenour, Par	nous	Margaret A. Schielthamaken Partner  Seller OR GUARANTOR
Maulen tite	nous	_ SELLER OR GUARANTOR
artifyn Athenour, Par	ner Nevada NA	SELLER OR GUARANTOR  \$ 198,929.33 AMOUNT FINANCED (Assumed)
To: First Interstate Bank of The undersigned having	ntner  Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY	\$\frac{198,929.33}{AMOUNT FINANCED (Assumed in real property in a deed of trust dated \frac{0ctober 29, 1000000000000000000000000000000000000
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was given.	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTI	\$\frac{198,929.33}{\text{AMOUNT FINANCED (Assumed in real property in a deed of trust dated \frac{0ctober 29, 100 \text{DERSHIP}}{\text{DERSHIP}}
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTI en to secure a promissory in ve thousand and no/	seller or Guarantor  \$\frac{198,929.33}{\text{AMOUNT FINANCED (Assumed in real property in a deed of trust dated } \frac{0ctober 29, 1}{\text{NERSHIP}}  note of even date in the principal sum of \$100
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one h	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY en to secure a promissory note thousand and no/ley from May 1, 1985 g balance of said principal saundred fifty and no/	\$\frac{198,929.33}{\text{ABOUNT FINANCED (Assumed in real property in a deed of trust dated }\frac{0ctober 29, 1}{\text{Deep of even date in the principal sum of \$\frac{225,000.00}{\text{Deep of bound of the ANNUAL PERCENTAGE RATE of \$\frac{1}{2}\text{Above of sum, said principal and interest payable as follows:}} 100
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give to hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one heads of the state of the	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY en to secure a promissory n ve thousand and no/ by from May 1, 1985 g balance of said principal s aundred fifty and no	\$\frac{198,929.33}{\text{Above}}\$ AMOUNT FINANCED (Assumed thin real property in a deed of trust dated \$\frac{0ctober}{29, 1}\$ and the principal sum of \$\frac{225,000.00}{20}\$ at the ANNUAL PERCENTAGE RATE of \$\frac{12\text{Above}}{2}\$ Above sum, said principal and interest payable as follows:  \[ \frac{1985}{100} \]  Dollars (\$\frac{3,150.00}{2}\$ and \$\frac{1985}{2}\$ and \$
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one heads of the state of the	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY en to secure a promissory n ve thousand and no/ by from May 1, 1985 g balance of said principal s aundred fifty and no	\$\frac{198,929.33}{\text{ABOUNT FINANCED (Assumed in real property in a deed of trust dated }\frac{0ctober 29, 1}{\text{Deep of even date in the principal sum of \$\frac{225,000.00}{\text{Deep of bound of the ANNUAL PERCENTAGE RATE of \$\frac{1}{2}\text{Above of sum, said principal and interest payable as follows:}} 100
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one hon the 1st Three thousand one hon the 1st day of each on the 1st day of each of the 1st day of ea	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY er to secure a promissory nove thousand and no/ley from May 1, 1985 g balance of said principal secundred fifty and now day of day of day and now and every month	\$\frac{198,929.33}{\text{Above}}\$ AMOUNT FINANCED (Assumed thin real property in a deed of trust dated \$\frac{0ctober}{29, 1}\$ and the principal sum of \$\frac{225,000.00}{20}\$ at the ANNUAL PERCENTAGE RATE of \$\frac{12\text{Above}}{2}\$ Above sum, said principal and interest payable as follows:  \[ \frac{1985}{100} \]  Dollars (\$\frac{3,150.00}{2}\$ and \$\frac{1985}{2}\$ and \$
To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one hon the 1st Three thousand one hon the 1st day of each of November then unpaid shall be due an Monthly Payments (will) (with a payments (will) (with a payment of the note, the undersigned does note (or as the same may be deed of trust at the time as	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY en to secure a promissory nove thousand and no/one ey from May 1, 1985 g balance of said principal secundred fifty and now and every month and every month ey from 1987, or not payable. Establication include additional and expurchase price of said propers shereby assume and agree e modified or extended) and and in the manner provided of trust shall be held as secured.	\$ 198,929.33 AMOUNT FINANCED (Assumed version of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of the said promissor of the bound by and to perform all the covenants of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein.
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To: First Interstate Bank of The undersigned having executed by MADDART which deed of trust was give wo hundred twenty fi with interest in lawful mone until paid, on the decreasing Three thousand one h on the 1st then unpaid shall be due an Monthly Payments (will) (with having agreed as part of the note, the undersigned does note (or as the same may be deed of trust at the time an described in the said deed of	Nevada, N.A. g acquired title to that certa ENTERPRISES, A PARTY en to secure a promissory nove thousand and no/one ey from May 1, 1985 g balance of said principal secundred fifty and now and every month and every month ey from 1987, or not payable. He het) include additional and ey purchase price of said propers shereby assume and agree e modified or extended) and ond in the manner provided of trust shall be held as secure	\$ 198,929.33 AMOUNT FINANCED (Assumed version of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of principal and interest of the said date the entire balance of the said promissor of the bound by and to perform all the covenants of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein. The undersigned further agrees that the propertion of the said therein.
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SUZANNE BEAUFREAU
RECORDER

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