

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~~ MISSOURI, in Book 578 of Official Records of said county at page 1818 dated the NEVADA 15TH day of MAY, 19 78, for an original sum of SIXTY THOUSAND AND 00/100 Dollars (\$60,000.00)

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

FIFTY FOUR THOUSAND FOUR HUNDRED NINE AND 14/100 Dollars (\$ 54,409.14) and that the monthly installments on said total indebtedness shall be payable

FIVE HUNDRED NINETY ONE AND 96/100 Dollars (\$ 591.96) per month, beginning NOVEMBER 1, 19 85. Future interest upon said entire indebtedness shall be as follows:

11.25 percent per annum. Present impound balance \$ -0-

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 RICHARD AND ANNE EVANS 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 1st day of October, 19 85.

MAILING ADDRESS

James N. Dornbush
JAMES N. DORN BUSH
Maxine F. Dornbush
MAXINE F. DORN BUSH (New Owners)

STATE OF MISSOURI
COUNTY OF Jackson } ss.

SEAL

On this 10th day of October in the year one thousand nine hundred and Eighty-Five before me, Patricia Barker, a Notary Public, State of Missouri, duly commissioned and sworn, personally appeared James N. Dornbush and Maxine F. Dornbush known to me to be the persons whose name James N. Dornbush and Maxine F. Dornbush 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 Jackson County of Missouri the day and year in this certificate first above written.

Patricia Barker
Notary Public, State of Missouri

PATRICIA BARKER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 11, 1988

RECORDED
OCT 14 1985

OCT 14 1985

COPY

RECORDED
INDEXED
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REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 OCT 14 P12:06

SUZANNE BEAUDREAU
RECORDER

125210

\$ 6.00 PAID Bh DEPUTY

BOOK 1005 PAGE 1386