

WHEN RECORDED MAIL TO:

EL DORADO SAVINGS & LOAN ASSOCIATION
P.O. BOX 1508
PLACERVILLE, CA 95667

Loan No. 915750-01

8694

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 Nevada, in Book 279 of Official Records of said county at page 103 dated the 18th day of JANUARY, 19 79, for an original sum of THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100ths Dollars (\$ 38,500.00) 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 this agreement, 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

THIRTY FIVE THOUSAND SIX HUNDRED FIFTY ONE & NO/100ths Dollars (\$ 35,651.00), and that the monthly installments on said total indebtedness shall be payable

THREE HUNDRED NINETY NINE AND NO/100ths Dollars (\$ 399.00) per month, beginning MARCH 1 19 86. Future interest upon said entire indebtedness shall be as follows:

11.75 percent per annum. Present impound balance \$ n/a

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 has no lien or Deed of Trust prior to 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 Steven M. and Robin E. Leone 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 13th day of February, 19 86.

MAILING ADDRESS

145 Palmyra Street
Auburn, Ca. 95603

James W. Bartlett
James W. Bartlett
Brodie Earl Brodersen
Brodie Earl Brodersen

Diana C. Bartlett
Diana C. Bartlett
Linda Kay Brodersen
Linda Kay Brodersen (New Owners)

State of California

County of Placer

On February 13, 1986

BEFORE ME, THE UNDERSIGNED, A Notary Public in and for said County and State, personally appeared James W. Bartlett and Diana C. Bartlett and Brodie Earl Brodersen and Linda Kay Brodersen to be the person s whose name are subscribed to the within instrument and acknowledged to me that t he y executed the same.

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



Sharon P. Reinecke
Notary Public in and for said County and State

ASSUMPTION and RELEASE OF LIABILITY AGREEMENT

Loan No. 915750-01

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, rescission, offset or breach of warranty.

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 10th day of February, 1986.

FORWARDING ADDRESS 1198 Navigator Dr. #71, Ventura, CA 93001

Steven M. Leone Robin E. Leone (Former Owners)

State of

County of

On, BEFORE ME, THE UNDERSIGNED, A Notary Public in and for said County and State, personally appeared known to me to be the person whose name 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 in and for said County and State

(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.

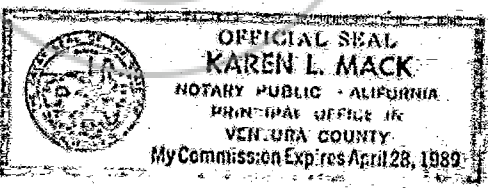
Date

State of

County of

On 2-10-86, BEFORE ME, THE UNDERSIGNED, A Notary Public in and for said County and State, personally appeared Steven M. Leone and Robin E. Leone known to me to be the person whose name 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 Ventura the day and year in this certificate first above written.



Karen L. Mack Notary Public in and for said County and State

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 Steven M. and Robin E. Leone the former owners, from any and all liability arising out of their execution of the subject Note and Deed of Trust.

Dated: January 28, 1986

EL DORADO SAVINGS & LOAN ASSOCIATION,

By: Kathie Thayer, Asst. LSO

KP

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 FEB 18 P12:27

SUZANNE BEAUDREAU
RECORDER
\$ 7.00 PAID Bh DEPUTY

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8001 MAR 88S X000

BOOK **286** PAGE **1309**