

WHEN RECORDED MAIL TO:  
American Federal Savings Bank  
P. O. Box 11070  
Reno, NV 89510  
Attn: Starr Costa, Loan Service

LOAN NO. 001-128019-3  
Escrow No. 02-001655 MB

ASSUMPTION AGREEMENT  
OF AN ADJUSTABLE RATE NOTE

AGREEMENT, made this 17th day of May, 1989, between  
RAYMOND D. TARAMASCO and JUDITH M. TARAMASCO, husband and wife, as community property  
hereinafter called the "Transferor"; BEN W. WOLFE, JR. and ELIZABETH WOLFE, husband and wife

hereinafter called the "Transferee"; and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA,  
now known as AMERICAN FEDERAL SAVINGS BANK  
a corporation created and existing under and by virtue of the laws of the United States of  
America, having its principal place of business in the City of Reno, County of Washoe,  
State of Nevada, hereinafter called the "Association";

W I T N E S S E T H:

WHEREAS, the Transferor did on October 28, 1986, execute and deliver unto the  
Association a Note in the sum of EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100  
----- Dollars (U.S. \$84,500.00-----) for the  
payment of said principal sum together with interest thereon at the rate and upon the terms  
as more fully set forth in said Note; and

WHEREAS, the Transferor did also execute, acknowledge and deliver a Deed of Trust of  
even date therewith which Deed of Trust was recorded in Book 1186, at page 986,  
under Document Number 144906, Official Records of Douglas County, Nevada,  
and which Deed of Trust covered the premises described as follows:

Lot 58, in Block B, as shown on the official amended map of LAKE VILLAGE UNIT NO. 1,  
recorded in the office of the County Recorder of Douglas County, on December 28, 1971,  
in Book 95, Page 76, Document No. 56077, of official records of Douglas County, Nevada.

A.P.N. 07-062-58

INITIAL & DATE

WHEREAS, the Association is the holder of said Note and Deed of Trust; and there is  
now due and owing the sum of EIGHTY THREE THOUSAND ONE HUNDRED THIRTEEN AND 73/100  
----- Dollars (U.S. \$83,113.73-----), with interest thereon at the  
rate of TEN AND 25/100 percent (-----10.25%) per annum from May 1,  
19 89, said indebtedness being payable by consecutive monthly payments of SEVEN HUNDRED  
FIFTY FIVE AND 57/100 Dollars (\$755.57-----) on the first  
day of each month, and the entire indebtedness due and payable on November 1, 2016;  
said Promissory Note is an Adjustable Interest Rate Note and the interest rate and monthly  
payments may change during the loan term. A copy of said Note is attached hereto marked  
Exhibit "A";

WHEREAS, the Transferor has conveyed the premises described above to the Transferee;

WHEREAS, the Association has consented to the assumption by Transferee of the obligation;  
provided, however that Transferor shall not be released from the obligation to pay the  
principal sum of said Note and Deed of Trust and interest thereon;

NOW: THEREFORE, in consideration of the foregoing promises and other good and valuable  
consideration, the receipt of which is hereby acknowledged, and in consideration of the  
mutual promises of the Parties hereto, the Parties hereto do hereby mutually covenant and  
agree as follows:

1. The Transferee does hereby assume and agree to pay the principal sum of the  
indebtedness evidenced by the Note and secured by said Deed of Trust, reduced as of  
May 1, 19 89, to the principal sum of \$ 83,113.73 together with interest  
at the rate or rates set forth in accordance with the terms of said Note and Deed of Trust.

2. The Association does not by this Assumption Agreement relieve and release the  
Transferor of and from any liability or obligation to make the payments provided for  
pursuant to the terms of the said Note and Deed of Trust referred to above. It is  
expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed  
to be or construed to as release of the debt nor shall anything herein contained in any manner  
or form impair the validity of the lien of said Note and Deed of Trust.

There are no offsets or defenses to the said Note and Deed of Trust or to the amount  
of the debt as hereinbefore set forth.

Except as modified by this Agreement, all the provisions of said Note and Deed of Trust  
are and shall remain in full force and effect and are and shall be performed by the Transferee  
THIS DOCUMENT IS BEING RECORDED IN COUNTERPART AND IS TO BE DEEMED AS ONE ORIGINAL.

202961



WHEN RECORDED MAIL TO:  
American Federal Savings Bank  
P. O. Box 11070  
Reno, NV 89510  
Attn: Starr Costa, Loan Service

rc  
LOAN NO. 001-128019-3111  
Escrow No. 02-001655 MB

ASSUMPTION AGREEMENT  
OF AN ADJUSTABLE RATE NOTE

AGREEMENT, made this 17th day of May, 1989, between RAYMOND D. TARAMASCO and JUDITH M. TARAMASCO, husband and wife, as community property hereinafter called the "Transferor"; BEN W. WOLFE, JR. and ELIZABETH WOLFE, husband and wife hereinafter called the "Transferee"; and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA, now known as AMERICAN FEDERAL SAVINGS BANK, a corporation created and existing under and by virtue of the laws of the United States of America, having its principal place of business in the City of Reno, County of Washoe, State of Nevada, hereinafter called the "Association";

W I T N E S S E T H:

WHEREAS, the Transferor did on October 28, 1986, execute and deliver unto the Association a Note in the sum of EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$84,500.00) for the payment of said principal sum together with interest thereon at the rate and upon the terms as more fully set forth in said Note; and

WHEREAS, the Transferor did also execute, acknowledge and deliver a Deed of Trust of even date therewith which Deed of Trust was recorded in Book 1186, at page 986, under Document Number 144906, Official Records of Douglas County, Nevada, and which Deed of Trust covered the premises described as follows:

Lot 58, in Block B, as shown on the official amended map of LAKE VILLAGE UNIT NO. 1, recorded in the office of the County Recorder of Douglas County, on December 28, 1971, in Book 95, Page 76, Document No. 56077, of official records of Douglas County, Nevada.

A.P.N. 07-062-58

WHEREAS, the Association is the holder of said Note and Deed of Trust; and there is now due and owing the sum of EIGHTY THREE THOUSAND ONE HUNDRED THIRTEEN AND 73/100 Dollars (U.S. \$83,113.73), with interest thereon at the rate of TEN AND 25/100 percent (10.25%) per annum from May 1, 1989, said indebtedness being payable by consecutive monthly payments of SEVEN HUNDRED FIFTY FIVE AND 57/100 Dollars (\$755.57) on the first day of each month, and the entire indebtedness due and payable on November 1, 2016; said Promissory Note is an Adjustable Interest Rate Note and the interest rate and monthly payments may change during the loan term. A copy of said Note is attached hereto marked Exhibit "A";

WHEREAS, the Transferor has conveyed the premises described above to the Transferee;

WHEREAS, the Association has consented to the assumption by Transferee of the obligation; provided, however that Transferor shall not be released from the obligation to pay the principal sum of said Note and Deed of Trust and interest thereon;

NOW: THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises of the Parties hereto, the Parties hereto do hereby mutually covenant and agree as follows:

1. The Transferee does hereby assume and agree to pay the principal sum of the indebtedness evidenced by the Note and secured by said Deed of Trust, reduced as of May 1, 1989, to the principal sum of \$ 83,113.73 together with interest at the rate or rates set forth in accordance with the terms of said Note and Deed of Trust.

2. The Association does not by this Assumption Agreement relieve and release the Transferor of and from any liability or obligation to make the payments provided for pursuant to the terms of the said Note and Deed of Trust referred to above. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed to as release of the debt nor shall anything herein contained in any manner or form impair the validity of the lien of said Note and Deed of Trust.

There are no offsets or defenses to the said Note and Deed of Trust or to the amount of the debt as hereinbefore set forth.

Except as modified by this Agreement, all the provisions of said Note and Deed of Trust are and shall remain in full force and effect and are and shall be performed by the Transferee

202961

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures the day and year in this Agreement first above written.

X  
RAYMOND D. TARAMASCO

JUDITH M. TARAMASCO TRANSFEROR(S)

X *Ben W. Wolfe, Jr.*  
BEN W. WOLFE, JR.

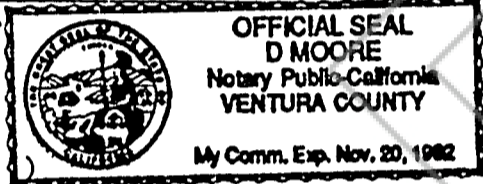
X *Elizabeth Wolfe*  
ELIZABETH WOLFE TRANSFEREE(S)

AMERICAN FEDERAL SAVINGS BANK, formerly known as  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF NEVADA

BY: *E. R. Houston*  
E. R. HOUSTON, President

STATE OF CALIFORNIA )  
) SS.  
COUNTY OF VENTURA )

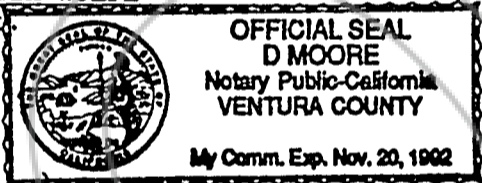
On this 23rd day of May, 1989, personally appeared before me, a Notary Public, BEN W. WOLFE, JR., who acknowledged to me that he executed the above instrument.



*D. Moore*  
D. MOORE Notary Public

STATE OF CALIFORNIA )  
) SS.  
COUNTY OF VENTURA )

On this 24th day of May, 1989, personally appeared before me, a Notary Public, ELIZABETH WOLFE, who acknowledged to me that she executed the above instrument.



*D. Moore*  
Notary Public

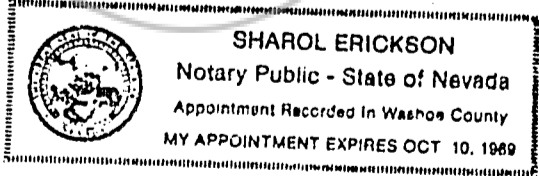
STATE OF NEVADA )  
) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_, who acknowledged to me that \_\_\_\_\_e executed the above instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
) SS.  
COUNTY OF WASHOE )

On this 17th day of May, 1989, personally appeared before me, a Notary Public, E. R. Houston, known to be to be the President of the Corporation that executed the above instrument, who acknowledged that he executed the same.



*Sharol Erickson*  
Notary Public



## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on any single late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may elect to accelerate all amounts due under this Note by sending me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed or delivered to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If I default in payment of any amounts due under this Note, I agree that the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by mailing it by first class mail or by delivering it at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully, separately, and personally obligated to keep all of the promises made in this Note, including the promise to pay the entire amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who assumes these obligations under the terms of this Note, including guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce all of its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") with an Adjustable Rate Rider, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument and Rider describe how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

"Transfer of the Property or a Beneficial Interest in Borrower." If all or any part of the Property or an interest therein is sold or transferred without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 7(c) hereof.

12. ASSUMPTION

Provided the loan is not in default, Lender will consent to a transfer of the property provided that (i) each Purchaser/Borrower's credit is satisfactory to Lender, and (ii) each Purchaser/Borrower's successor in interest has executed a written assumption agreement in a form acceptable to Lender which is accepted in writing by Lender, and (iii) Lender is paid and receives an assumption fee of one percent (1.0%) of the then outstanding loan balance.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

Witness the hand(s) and seal(s) of the undersigned.

Raymond D. Taramasco  
BORROWER  
RAYMOND D. TARAMASCO

Judith M. Taramasco  
BORROWER  
JUDITH M. TARAMASCO

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
BORROWER

DO NOT DESTROY THIS NOTE: When paid, this Note, with the Deed of Trust securing it, must be surrendered to Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

ADJUSTABLE RATE NOTE

LOAN NO.: 001-1-28019-3

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

DATE: OCTOBER 28, 1986

NOTE AMOUNT: \$ 84500.00

58 BURKE CREEK CIRCLE

PROPERTY ADDRESS

ZEPHYR COVE

NEVADA 89448

(City)

(State)

1. BORROWER'S PROMISE TO PAY

On or before NOVEMBER 1, 2016, I promise to pay the sum of EIGHTY FOUR

THOUSAND FIVE HUNDRED and no/100----- Dollars (\$ 84,500.00 ) U. S., plus accrued interest and other charges authorized under this Note, to the Lender. The Lender is TMC FINANCIAL, LTD.

I acknowledge and agree that Lender or its successors may transfer or assign this Note without my consent upon written notice to me.

For convenience in this Note, the Lender, or anyone to whom this Note is transferred or assigned will be called the "Note Holder"; I will be called the "Borrower"; the date by which this Note must be paid will be called the "maturity date"; the sum which I am obligated to pay as set forth above (plus amounts which may be added by the provisions of this Note including unpaid interest) will be called the "principal"; and, the mortgage, deed of trust, or other document utilized to secure the amount of this Note and imposed upon the real property described above will be called the "Security Instrument."

2. INTEREST

Interest will be charged on that part of the principal which has not been paid beginning on the date on which the Security Instrument is recorded and continuing until the full amount of the principal has been paid.

Interest for the first twelve (12) months of this Note will be at the rate of 8.90 % per annum. The interest rate applicable after the first twelve (12) months will be adjusted in accordance with Section 4 below. In no event, however, shall the interest rate on the unpaid principal of this Note, so long as it is not in default, be greater than 12.90 %. The interest rate may not be adjusted to exceed the maximum rate adjustment shown above, unless there is a sale or transfer of the real property described in the Deed of Trust/Mortgage securing this Note which requires Holder's consent.

3. PAYMENTS

(A) Time and Place

Payments on this Note will be made monthly on the first day of each month commencing DECEMBER 1986, and shall continue until all sums due under this Note (whether principal, interest, or other charges authorized by this Note) have been paid. All amounts paid will be applied first against interest or other charges and then against principal.

I agree to make my monthly payments at 445 S. VIRGINIA STREET, RENO, NEVADA 89501 or some other location as the Note Holder may subsequently designate.

(B) Amount of Monthly Payment

Each of the payments due during the initial twelve (12) months of the term of this Note will be in the sum of SIX HUNDRED SEVENTY THREE and 83/100----- Dollars (\$ 673.83 ). In the event the interest rate applicable to this Note thereafter changes, the monthly payment will be adjusted in accordance with Section 4 below.

#### 4. INTEREST RATE AND MONTHLY PAYMENTS CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1987, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on the monthly weighted average cost of savings, borrowings, and Federal Home Loan Bank advances to Eleventh District Members of the Federal Home Loan Bank of San Francisco. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO and 625/1000----- percentage points ( 2.625 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount," and it will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.40 % or less than 7.40 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and one-half percentage points (1.5%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.90 %.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in either the amount or due date of my ensuing monthly payments unless the Note Holder agrees in writing to such change or changes. My partial prepayment may reduce the amount of my monthly payments after the next succeeding Change Date following my partial prepayment if it is not offset by an interest rate increase.



COPY

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

'89 MAY 26 P4:47

SUZANNE BEAUDREAU  
RECORDER

**202961**

\$13<sup>00</sup> PAID K/2 DEPUTY

BOOK **589** PAGE **3801**