

RECORDING REQUESTED BY:

Equity Preservation, Inc.

WHEN RECORDED RETURN TO:

Equity Preservation, Inc.
650 Saratoga Avenue #205
San Jose, CA. 95129

Order No:

Escrow No: 02-001723 MB

ASSUMPTION AND RELEASE AGREEMENT

This Agreement is made by and between Equity Preservation, Inc., a California Corporation ("EPI"), Stephen W. Day and Susan V. Day, ("Assuming Party") and Hazel Landers, ("Lender").

1. As part of the consideration for the acquisition of that certain real property in the County of Douglas, State of Nevada, described in Exhibit A attached hereto and made a part hereof, and described in that certain deed of trust dated July 6, 1989, executed by Equity Preservation, Inc., a California Corporation, as Trustor, in which Hazel Landers are named as Beneficiary, and STEWART TITLE OF DOUGLAS COUNTY as Trustee, and recorded on 1989, as Instrument No. in the Official Records of Douglas County, California, ("Deed of Trust") securing a promissory note in the original principal amount of FIFTEEN THOUSAND AND NO/100 Dollars (\$ 15,000.00) dated July 6, 1989, ("Promissory Note"). The Assuming Party and each of them jointly and severally hereby immediately assume and agree to pay the Promissory Note secured by said Deed of Trust, and to be bound by and perform all of the terms, conditions, obligations and covenants of said Promissory Note, Deed of Trust and any other security instruments which secure the Promissory Note. The Assuming Party further acknowledges that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the real property described therein. The Assuming Party also agrees that the Deed of Trust shall secure all other sums that the Assuming Party may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

2. Lender hereby releases EPI from any and all liability on or under the Promissory Note and Deed of Trust. The Assuming Party does hereby hold harmless and indemnify EPI, its officers, directors, shareholders, partners, employees, agents and attorneys from any and all costs, (including but not limited to reasonable attorney's fees incurred by EPI), liability, expenses, claims or demands arising from or under the Promissory Note and/or Deed of Trust or any other instrument securing the Promissory Note.

3. The unpaid balance of the Promissory Note is \$ 15,000.00.

4. Lender hereby consents to the transfer of the real property described in the Deed of Trust and waives any right it may have to accelerate the unpaid balance of the Promissory Note by reason of such transfer; but such consent shall not be deemed to be a waiver of any right to require such consent to future transactions.

5. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. In the event of any action or proceeding to enforce any term or provision of this Agreement, or for breach thereof, or to declare the rights of the parties with respect thereto, the prevailing party, as determined by a tribunal with proper jurisdiction shall be entitled to recover, in addition to all relief awarded to said party, its costs and expenses including, but not limited to, reasonable attorney's fees incurred in connection with such action or proceeding, and in any appeal from or retrial of the same, and in the collection or enforcement of any award therein.

6. This Agreement shall inure to the benefit of and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

Executed on _____, 19__ at _____

Assuming Party:

✓ Stephen W. Day
Stephen W. Day
✓ Susan V. Day
Susan V. Day

EPI: Equity Preservation, Inc.
A California Corporation

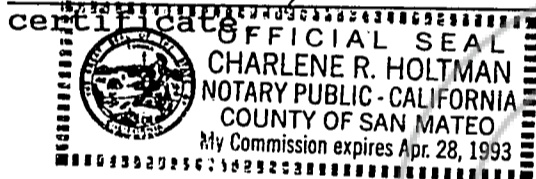
By _____

Lender:

Hazel Landers

STATE OF CALIFORNIA)
COUNTY OF San Mateo) SS.

On this 10th day of July, in the year 1989, before me, Charlene R. Holtman, a Notary Public, State of California, duly commissioned and sworn, personally appeared Stephen W. Day & Susan V. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged that he executed it. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Redwood City County of San Mateo on the date set forth above in this



Charlene R. Holtman
Notary Public, State of California
My Commission expires 4/28/93

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____, 19__, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ President, and _____ Secretary of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary Public, State of California
My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____, 19__, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ President, and _____ Secretary of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary Public, State of California
My Commission expires _____

6. This Agreement shall inure to the benefit of and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

Executed on _____, 19__ at _____

Assuming Party:

Stephen W. Day

Susan V. Day

EPI:

Equity Preservation, Inc.
A California Corporation

By Hilda Ramirez
Hilda Ramirez,
Assistant Secretary

SEAL

Lender:

Hazel Landers

STATE OF CALIFORNIA)
COUNTY OF) SS.

On this _____ day of _____, in the year _____, before me, _____, a Notary Public, State of California, duly commissioned and sworn, personally appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledged that _____ he _____ executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ on the date set forth above in this certificate.

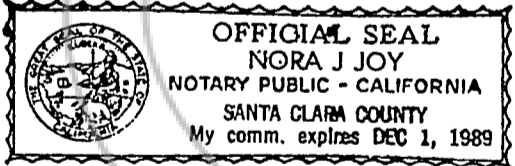
Notary Public, State of California

My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

On July 10, 1989, before me, the undersigned, a Notary Public in and for said County and State personally appeared

Hilda Ramirez proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as President, and Assistant Secretary of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



Nora J. Joy
Notary Public, State of California NORA J. JOY

My Commission expires Dec 1, 1989

STATE OF CALIFORNIA)
COUNTY OF) SS.

On _____, 19____, before me, the undersigned, a Notary Public in and for said County and State personally appeared

_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ President, and _____ Secretary of the Corporation therein named, and, acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary Public, State of California

My Commission expires _____

6. This Agreement shall inure to the benefit of and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

Executed on July 10, 1989 at Zephyr Cove, Nevada

Assuming Party:

Stephen W. Day

Susan V. Day

EPI:

Equity Preservation, Inc.
A California Corporation

By Hazel Landers

Lender:

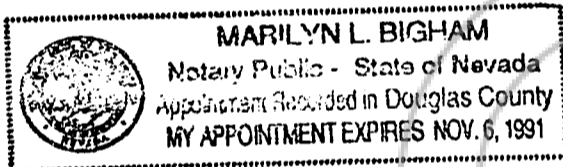
Hazel Landers
Hazel Landers

STATE OF ~~CALIFORNIA~~ NEVADA)
COUNTY OF Douglas)SS.

On this 10th day of July, in the year 1989, before me, Marilyn L. Bigham, a Notary Public, State of ~~CALIFORNIA~~ NEVADA, duly commissioned and sworn, personally appeared Hazel Landers

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of Nevada, County of Douglas on the date set forth above in this certificate.



Marilyn L. Bigham
Notary Public, State of ~~CALIFORNIA~~ NEVADA

My Commission expires 11-6-1991

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

'89 JUL 12 P1:48

SUZANNE BEAUDREAU
RECORDER 206489
\$ 8.00 PAID K12 DEPUTY
BOOK 789 PAGE 1047