ASSUMPTION AGREEMENT

THIS AGREEMENT made on the date hereinafter set forth opposite the signatures of Vendor and Purchaser, by and between: RICHARD W. EMERY AND RALPH WILLIAMS

hereinafter called Vendors,

and SANDRA A. BREYLINGER

hereinafter called Purchasers, of property located at 338 "A" MILKY WAY CT

WHEREAS RICHARD W. EMERY AND RALPH WILLIAMS

is the owner and holder of a certain note dated , executed and delivered to Vendor or their predecessors in interest to RICHARD W. EMERY AND RALPH WILLIAMS

in the principal amount of \$ 90,000.00 secured by a deed of trust executed and delivered by Vendors or their predecessors in interest and recorded in Book 1179 of Official Records at Page 245 in the DOUGLAS County Recorder's Office, State of Nevada as Document No. 38442

WHEREAS, Vendors represent that all regular required monthly installment payments heretofore due and owing under the note and deed of trust have been paid and that all other obligations to be performed prior to the date hereof under the terms of the note and deed of trust have been performed, and that the unpaid principal balance of the loan as of is \$81,282.07 with interest paid to September 1, 1993 .

WHEREAS, Purchasers have purchased or are now purchasing from Vendors the property covered by said Deed of Trust:

NOW, THEREFORE, the said parties, in consideration of the premises and of their mutual promises as herein set forth, do agree as follows:

Purchasers assume and agree to pay said note as therein provided, and further to assume all the obligations of said deed of trust as therein provided, and to perform in accordance with the covenants and conditions thereof.

It is understood that Mortgagee does not release Vendor or Vendors from further liability under or on account of said note and deed of trust.

Vendors hereby transfer to Purchasers, the subject to the conditions of the Deed of Trust pertaining to same, all their right, title and interest in the policy of hazard insurance and in the funds on deposit in escrow as payment for taxes and hazard insurance premium, and mortgage insurance premium, in connection with said deed of trust.

The word "note" as used herein shall be construed to mean note, bond or other instrument evidencing the indebtedness herein referred to. The word "deed of trust" as used herein shall be construed to mean mortgage, deed of trust, or other instrument securing the indebtedness herein referred to. The word "Mortgagor" shall include Trustor, and word "Mortgagee" shall include Beneficiary under a deed of trust.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto on the dates set forth opposite their names.

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4711 Dated September 30, 1993 . RICHARD W. EMERY 5080 STATE OF NEVADA TEXAS WILLIAMS County of FANNIN)ss. On October 1, 1993 before me, a notary public, personally appeared Richard W. Emery and Ralph Williams personally known or proved to me to be the person(s) whose

name(s) are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF NEVADA.

County of .

..... personally appeared before me,

DATE

a Notary Public (or judge or other officer, as the case may be),

who acknowledged that he executed the above instrument.

LAURA E. BOWSER Notary Public - State of Nevada Appaintment Recorded in Douglas County MY APPOINTMENT EXPIRES NOV. 14, 1996

REQUESTED BY WESTERN TITLE COMPANY, INC. IN OFFICIAL RECORDS-OF DOUGLAS CO., REVADA

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SUZANNE BEAUDREAU RECORDER

PAIL DEPUTY