

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT IS BEING EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH INDEPENDENTLY SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

This Assumption Agreement (herein so called) is made and entered into this 12 day of November, 1993, by and between Donald L. Rooker & Toni M. Rooker (hereinafter referred to as ("Holder") and Calvin H. Braren, Trustee & Beverly N. Braren, Trustee UDT (hereinafter referred to as "Assumptor").

Dated August 4, 1986
INTRODUCTORY PROVISIONS:

The following provisions are a part of this Assumption Agreement and are true and correct:

A. On January 13, 1986, Donald L. Rooker and Toni M. Rooker ("Holder") executed a promissory note (the "Note"), in the original principal amount of \$ 57,090.00 payable to the order of ICA Mortgage Corporation, which Note is secured by the lien of a deed of trust or mortgage, dated January 13, 1986, recorded in Volume 186, Page 1857 of the Real Property Records of Douglas County, Nevada covering certain real property (the "Property") described therein.

B. Holder is the current legal owner and holder of the Note and the liens created under the Mortgage.

C. Assumptor is the current owner of the Property, and has provided Holder with a recorded copy of the deed or other instrument pursuant to which Assumptor acquired legal title to the Property.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties hereto agree as follows:

1. From and after the date hereof, Assumptor hereby (i) assumes and agrees to pay each and every obligation of Maker set forth in the Note, including without limitation the obligation to make installment payments of principal and interest; (ii) agrees to observe and perform all of the terms, covenants and conditions on the part of Maker as set forth in the Note; (iii) agrees to observe and perform all of the terms, covenants and conditions on the part of the grantor/mortgagor as set forth in the Mortgage, which are required to be observed and performed; and (iv) agrees to observe and perform all of the terms, covenants and conditions under and pursuant to any and all other documents, the provisions of which secure the payment of the Note.

2. Assumptor hereby acknowledges, agrees and warrants that (i) there are no rights of offset or defenses of any kind, whether legal or equitable or otherwise which would enable Assumptor to avoid or delay timely performance of its obligations under the Note and the Mortgage (ii) that there are no claims of any kind or nature against the Property; (iii) that the facts set forth in the Introductory Provisions are true and correct and (iv) that Assumptor has reviewed and understands all terms of the Note and the Mortgage.

3. This Assumption Agreement constitutes the entire agreement of the parties hereto and shall not be amended unless such amendment is in writing and executed by each of such parties.

4. Assumptor acknowledges that Holder has no current knowledge, and makes no representation concerning, the value or condition of, or status of title to, the Property or the Property's compliance with applicable laws, regulations, ordinances or restrictions.

5. Initial applicable provision:

_____ a. Transferor by executing below hereby transfers to Assumptor all right, title and interest in and to any funds held by Holder in escrow for the payment of taxes, insurance or related to the Property.

_____ b. The Transferor of the Property is not available to execute this Assumption Agreement. Assumptor requests that Holder transfer to Assumptor title to all funds held by Holder in escrow for the payment of taxes, insurance or assessments related to the Property and agrees to indemnify and hold harmless Holder for any and all losses, expenses, claims or damages which Holder may incur as a result of such transfer.

TRANSFEROR:

ASSUMPTOR:

Donald L. Rooker
Toni M. Rooker

Calvin H. Braren, Trustee
Beverly N. Braren, Trustee

323255
BK 1193PG4495

THIS ASSUMPTION AGREEMENT IS BEING EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH INDEPENDENTLY SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT

This Assumption Agreement (herein so called) is made and entered into this 12 day of November, 1993, by and between Donald L. Rooker and Toni M. Rooker (hereinafter referred to as ("Holder") and Calvin H. Braren, Trustee, and Beverly N. Braren (hereinafter referred to as "Assumpter").
N. Braren, Trustee, UDT dated August 4, 1986

INTRODUCTORY PROVISIONS:

The following provisions are a part of this Assumption Agreement and are true and correct:

A. On January 13, 1986, Donald L. Rooker and Toni M. Rooker ("Holder") executed a promissory note (the "Note"), in the original principal amount of \$57,090.00 payable to the order of ICA Mortgage Corporation, which Note is secured by the lien of a deed of trust or mortgage, dated January 13, 1986, recorded in Volume 186, Page 1857 of the Real Property Records of Douglas County, Nevada covering certain real property (the "Property") described therein.

B. Holder is the current legal owner and holder of the Note and the liens created under the Mortgage.

C. Assumpter is the current owner of the Property, and has provided Holder with a recorded copy of the deed or other instrument pursuant to which Assumpter acquired legal title to the Property.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties hereto agree as follows:

1. From and after the date hereof, Assumpter hereby (i) assumes and agrees to pay each and every obligation of Maker set forth in the Note, including without limitation the obligation to make installment payments of principal and interest; (ii) agrees to observe and perform all of the terms, covenants and conditions on the part of Maker as set forth in the Note; (iii) agrees to observe and perform all of the terms, covenants and conditions on the part of the grantor/mortgagor as set forth in the Mortgage, which are required to be observed and performed; and (iv) agrees to observe and perform all of the terms, covenants and conditions under and pursuant to any and all other documents, the provisions of which secure the payment of the Note.

2. Assumpter hereby acknowledges, agrees and warrants that (i) there are no rights of offset or defenses of any kind, whether legal or equitable or otherwise which would enable Assumpter to avoid or delay timely performance of its obligations under the Note and the Mortgage (ii) that there are no claims of any kind or nature against the Property; (iii) that the facts set forth in the Introductory Provisions are true and correct and (iv) that Assumpter has reviewed and understands all terms of the Note and the Mortgage.

3. This Assumption Agreement constitutes the entire agreement of the parties hereto and shall not be amended unless such amendment is in writing and executed by each of such parties.

4. Assumpter acknowledges that Holder has no current knowledge, and makes no representation concerning, the value or condition of, or status of title to, the Property or the Property's compliance with applicable laws, regulations, ordinances or restrictions.

5. Initial applicable provision:

_____ a. Transferor by executing below hereby transfers to Assumpter all right, title and interest in and to any funds held by Holder in escrow for the payment of taxes, insurance or related to the Property.

_____ b. The Transferor of the Property is not available to execute this Assumption Agreement. Assumpter requests that Holder transfer to Assumpter title to all funds held by Holder in escrow for the payment of taxes, insurance or assessments related to the Property and agrees to indemnify and hold harmless Holder for any and all losses, expenses, claims or damages which Holder may incur as a result of such transfer.

TRANSFEROR:

323255

ASSUMPTOR:

Calvin H. Braren, Trustee
Beverly N. Braren

BK 1193 PG 4496

STATE OF NEVADA

COUNTY OF Douglas)
) SS.

On November 12, 1993 personally appeared before me, a notary public, Donald L. Rooker, Toni M. Rooker*, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that they executed the above instrument. *Calvin H. Braren, Trustee and Beverly N. Braren, Trustee

L. Hendrick
Notary Public



COPIES

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

93 NOV 22 P3:26

323255

BK 1193PG4497

SUZANNE BEAUDREAU
RECORDER
\$ 9.00 PAID KJ DEPUTY