

A portion of  
Assessor's Parcel No. 1319-22-000-003  
Interval #0101924B

After Recording Return To:  
Walley's Partners Limited Partnership  
P.O. Box 158  
Genoa, NV 89411

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2005 JAN -4 AM 11:18

WERNER CHRISTEN  
RECORDER

\$ 17<sup>00</sup> PAID KZ DEPUTY

**ASSUMPTION AGREEMENT  
(With Release of Original Borrower)**

THIS Assumption Agreement is entered into this 1<sup>st</sup> day of December, 2004.

WHEREAS Walley's Partners Limited Partnership, a Nevada limited partnership, hereinafter referred to as "Lender," loaned Frances Massy, an unmarried woman, hereinafter referred to as "Borrower(s)," the sum of Eight Thousand, Seven Hundred, and Seventy Five dollars (\$8,775.00), as evidenced by Note dated October 14, 2000 ("Note") and secured by Deed of Trust dated October 14, 2000 and recorded in Book 1000, and Page 4885, as Document 502059 of the Public Records of Douglas County, Nevada ("Deed of Trust"), which covers the real and personal property described in the Deed of Trust and defined therein as the "Property", located at 2001 Foothill Road, Genoa, Nevada, the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

WHEREAS, said Borrower(s) has/have sold the Property to Bonnie Lee Wimber, hereinafter referred to as Purchaser(s), who wish to take title as Bonnie Lee Wimber, a single woman, and said Purchaser(s) desire to assume and agree to pay said indebtedness and perform all the obligations of Borrower(s), and said Borrower(s) desire to be released from said obligations, and Lender is willing to accept said assumption and release said original Borrower(s).

THEREFORE, for and in consideration of the promises and other good and valuable considerations totaling \$150.00, the undersigned Purchaser(s) hereby assume and agree to pay the indebtedness evidenced by said Note and Deed of Trust and perform all of the obligations provided therein, it being agreed and understood that as of this date said indebtedness is: Six Thousand, Five Hundred Forty Eight Dollars and Eighty Three Cents (\$6,548.83). The terms of the Note are hereby modified and the Purchaser(s) promise to pay the indebtedness to the Lender as follows:

1. Interest on the indebtedness shall accrue at the rate of 13.95% per annum; and
2. The Purchaser(s) shall make monthly payments to the Lender of principal and interest in the amount of \$135.98, plus the \$5.00 monthly service fee as described in the Note, beginning on December 26, 2004 and continuing thereafter on the same day of each succeeding month until October 26, 2010("Maturity Date") on which date all outstanding sums due under the Note or Deed of Trust shall be due and payable; and

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3. All payments by the Purchaser(s) under the Note shall be made to P. O. Box 3187, Grand Rapids, MI 49501 or such other address as the Lender may notify the Borrower from time to time in writing.

In all other aspects, all terms and conditions of said Note and Deed of Trust shall remain in full force and effect. Lender hereby releases and discharges said original Borrower(s) upon their personal obligation upon the indebtedness of the Note.

This assumption by said Purchaser(s), if more than one, is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

Frances Massy  
Frances Massy (Borrower)

Walley's Partners Limited Partnership  
a Nevada limited partnership

(Borrower)

David G. Hymah (Authorized Agent)

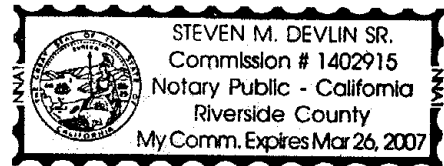
Bonnie Lee Wimber  
Bonnie Lee Wimber (Purchaser)

(Purchaser)

STATE OF CA )  
COUNTY OF Riverside ) ss

On this 14 day of Dec, 2007 before me a Notary Public, personally appeared **Frances Massy**, known to me to be the person (~~s~~) whose name (s) is/~~are~~ subscribed to the above instrument, who acknowledged that he/~~she~~ they executed the above instrument.

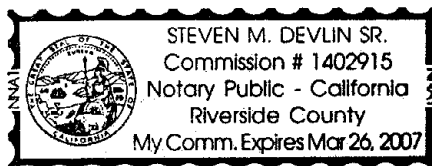
Steven M. Devlin Sr  
Notary Public



STATE OF CA )  
COUNTY OF Riverside ) ss

On this 14 day of Dec, 2007 before me a Notary Public, personally appeared **Bonnie Lee Wimber**, known to me to be the person (~~s~~) whose name (s) is/~~are~~ subscribed to the above instrument, who acknowledged that he/~~she~~ they executed the above instrument.

Steven M. Devlin Sr  
Notary Public



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STATE OF NEVADA            )  
  ) ss  
COUNTY OF DOUGLAS        )

On this 30<sup>th</sup> day of December, 2004 before me a Notary Public, personally appeared David G. Hyman, who is the Authorized Agent of Walley's Partners Limited Partnership, known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument on behalf of said partnership, and acknowledged to me that he executed the same for the purposes therein stated.

K. Burchiel  
Notary Public



COOPER

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Inventory No.: 17-019-24-71

**EXHIBIT "A"**  
**(Walley's)**

A timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows:

An undivided 1/2142<sup>nd</sup> interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

**ADJUSTED PARCEL F:** A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W1/2 NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937; thence South 57°32'32" East, 640.57 feet to the POINT OF BEGINNING; thence North 80°00'00" East, 93.93 feet; thence North 35°00'00" East, 22.55 feet; thence North 10°00'00" West, 92.59 feet; thence North 80°00'00" East, 72.46 feet; thence South 10°00'00" East, 181.00 feet; thence South 80°00'00" West, 182.33 feet; thence North 10°00'00" West, 72.46 feet to the POINT OF BEGINNING.

(Reference is made to Record of Survey for Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998, at Page 3261, as Document No. 449576.)

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 0485265, 0489957, 0509920 and 0521436, and subject to said Declaration; with the exclusive right to use said interest for one Use Period within a DELUXE UNIT every other year in ODD -numbered years in accordance with said Declaration.

Together with a perpetual non-exclusive easement of use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Abandonment Deed recorded September 20, 2002 in Book 0902, at Page 06242, as Document No. 0552534, Official Records, Douglas County, Nevada.

A Portion of APN: 1319-22-000-003

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