

A. P. No. 1318-26-101-030
Escrow No. 2318353-NMP

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 16 Fee: 29.00
BK-0507 PG- 3590 RPTT: 0.00

When recorded mail to:
Patricia Lubbers, Trustee
392 West Champaign Drive
Sun Lakes, AZ 85248

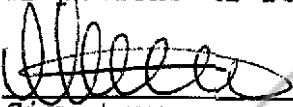


*This document has been signed in counterpart and is being recorded as one AFFIRMATION PURSUANT TO NRS 111.312(1)(2) AND 239B.030(4)

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

-OR-

The undersigned, hereby affirm(s) that this document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by the following:



Signature

N. Pstkan

Print Signature

Agent First American

Title Escrow Officer

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made this 24th day of April, 2007, by LSPI EXCHANGE CORP., a Nevada corporation, hereinafter referred to as "Seller", party of the first part, BEN G. OSBURN and GERALDINE A. OSBURN, Trustees of the OSBURN FAMILY TRUST U/T/A/ D/T June 17, 1993 hereinafter referred to as "Buyer", parties of the second part, and PATRICIA D. LUBBERS, Trustee of THE PATRICIA D. LUBBERS LIVING TRUST AGREEMENT, hereinafter referred to as "Note Holder", party of the third part.

R E C I T A L S :

WHEREAS:

A. Seller is the owner of that certain real property situate in the County of Douglas, State of Nevada, more particularly described as follows:

That portion of the Northeast quarter of the Northwest quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M., particularly described as follows:

Commencing at the quarter section corner common to Sections 23 and 26 in said Township and Range; thence North 89°46'00" West along the section line common to said sections, a distance of 655.20 feet; thence leaving said section line South 00°08'00" West, a distance of 966.42 feet to a point in the East line of the parcel of land conveyed to John Andrews, et ux, by Deed recorded November 13, 1959, in Book E-1 of Deeds, at Page 573, Douglas County, Nevada, Records, the true point of beginning; thence South 00°08'00" West along the East line of said Andrews parcel, a distance of 87.86 feet to the Southeast corner thereof; thence North 89°46'00" West along the South line of said Andrews parcel, a distance of 163.80 feet to the Southwest corner thereof; thence North 00°08'00" East along the West line of said Andrews parcel, a distance of 87.86 feet to a point; thence South 89°46'00" East a distance of 163.80 feet to the true point of beginning.

EXCEPTING THEREFROM the East 20.00 feet of said premises.

EXCEPTING THEREFROM the West 10.00 feet of said premises as set forth in Final Order of Condemnation recorded March 2, 1967, in Book 48, Page 175, Document No. 35599, Official Records of Douglas County, State of Nevada.

NOTE: The above metes and bounds legal description appeared previously in that certain document recorded December 1, 2006, in Book 1206, Page 614, as Instrument No. 0689893.

B. Seller has entered into an agreement to sell the real property described above to Buyer, subject to that certain Promissory Note dated November 30, 2006, and secured by the

real property described above as evidenced by that Deed of Trust dated November 30, 2006, recorded December 1, 2006, in Book 1206, Page 617, as Document No. 0689894, Official Records, Douglas County, Nevada.

C. Note Holder is the holder of the Note and Beneficiary of the Deed of Trust described above.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is hereby agreed as follows:

1. Seller and Note Holder hereby represent that the outstanding principal balance under the Note, as of May 1, 2007, is \$393,750.00.

2. Buyer hereby assumes all obligations of Seller under the Note and agrees to hold Seller harmless therefrom.

3. Seller and Note Holder hereby represent that there is no current default pursuant to the Assumed Note or the Deed of Trust and that no circumstances exist which would constitute a default with notice, or lapse of time, or both, to the best of their knowledge.


4. Note Holder consents to the assumption of the above-described Note provided that such consent shall not relieve Seller of any liability which Seller may have under the note.

5. Note Holder further hereby consents to the transfer of the property encumbered by the above-described Deed of Trust to BEN G. OSBURN and GERALDINE A. OSBURN, Trustees of the OSBURN FAMILY TRUST U/T/A D/T ~~June 17, 1993~~ ⁶⁻¹⁷⁻¹⁹⁹³. In giving this consent, it is specifically understood that this consent to the transfer of the property encumbered by the Deed of Trust shall not be deemed a waiver of the right of the undersigned to exercise her right under the "due-on-sale" clause upon any subsequent transfer or sale of the property.

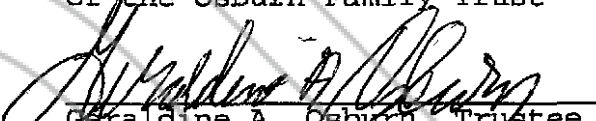
SELLER:

BUYER:

LSPI EXCHANGE CORP.


Ben G. Osburn, Trustee
of the Osburn Family Trust

By: _____


Geraldine A. Osburn, Trustee
of the Osburn Family Trust

Its: _____

NOTE HOLDER:

Patricia D. Lubbers, Trustee
of The Patricia D. Lubbers
Living Trust Agreement

STATE OF California)
COUNTY OF San Joaquin) ss

This instrument was acknowledged before me on April 24, 2007, by LSPI EXCHANGE CORP.

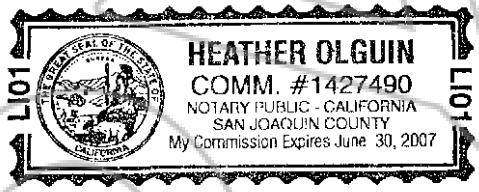
Notary Public

STATE OF *California*)
COUNTY OF *San Joaquin*) ss

This instrument was acknowledged before me on April 24, 2007, by BEN G. OSBURN and GERALDINE OSBURN, as Trustees of the OSBURN FAMILY TRUST.

[Signature]

Notary Public



STATE OF)
COUNTY OF) ss

This instrument was acknowledged before me on _____, 2007, by PATRICIA D. LUBBERS, as Trustee of THE PATRICIA D. LUBBERS LIVING TRUST AGREEMENT.

Notary Public

A. P. No. 1318-26-101-030
Escrow No. 2318353-NMP

When recorded mail to:
Patricia Lubbers, Trustee
392 West Champaign Drive
Sun Lakes, AZ 85248

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

-OR-

The undersigned, hereby affirm(s) that this document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by the following: _____.

Signature

Print Signature

Agent _____
Title _____

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made this 24th day of April, 2007, by LSPI EXCHANGE CORP., a Nevada corporation, hereinafter referred to as "Seller", party of the first part, BEN G. OSBURN and GERALDINE A. OSBURN, Trustees of the OSBURN FAMILY TRUST U/T/A/ D/T June 17, 1993 hereinafter referred to as "Buyer", parties of the second part, and PATRICIA D. LUBBERS, Trustee of THE PATRICIA D. LUBBERS LIVING TRUST AGREEMENT, hereinafter referred to as "Note Holder", party of the third part.

R E C I T A L S :

WHEREAS:

A. Seller is the owner of that certain real property situate in the County of Douglas, State of Nevada, more particularly described as follows:

That portion of the Northeast quarter of the Northwest quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M., particularly described as follows:

Commencing at the quarter section corner common to Sections 23 and 26 in said Township and Range; thence North 89°46'00" West along the section line common to said sections, a distance of 555.20 feet; thence leaving said section line South 00°08'00" West, a distance of 966.42 feet to a point in the East line of the parcel of land conveyed to John Andrews, et ux, by Deed recorded November 13, 1959, in Book B-1 of Deeds, at Page 573, Douglas County, Nevada, Records, the true point of beginning; thence South 00°08'00" West along the East line of said Andrews parcel, a distance of 87.86 feet to the Southeast corner thereof; thence North 89°46'00" West along the South line of said Andrews parcel, a distance of 163.80 feet to the Southwest corner thereof; thence North 00°08'00" East along the West line of said Andrews parcel, a distance of 87.86 feet to a point; thence South 89°46'00" East a distance of 163.80 feet to the true point of beginning.

EXCEPTING THEREFROM the East 20.00 feet of said premises.

EXCEPTING THEREFROM the West 10.00 feet of said premises as set forth in Final Order of Condemnation recorded March 2, 1967, in Book 48, Page 175, Document No. 35599, Official Records of Douglas County, State of Nevada.

NOTE: The above metes and bounds legal description appeared previously in that certain document recorded December 1, 2006, in Book 1206, Page 614, as Instrument No. 0689893.

B. Seller has entered into an agreement to sell the real property described above to Buyer, subject to that certain Promissory Note dated November 30, 2006, and secured by the

LAW OFFICES OF JUDITH A. OTTO, LTD. • 1610 MONTCLAIR AVENUE, SUITE B • RENO, NEVADA 89509



real property described above as evidenced by that Deed of Trust dated November 30, 2006, recorded December 1, 2006, in Book 1206, Page 617, as Document No. 0689894, Official Records, Douglas County, Nevada.

C. Note Holder is the holder of the Note and Beneficiary of the Deed of Trust described above.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is hereby agreed as follows:

1. Seller and Note Holder hereby represent that the outstanding principal balance under the Note, as of May 1, 2007, is \$393,750.00

2. Buyer hereby assumes all obligations of Seller under the Note and agrees to hold Seller harmless therefrom.

3. Seller and Note Holder hereby represent that there is no current default pursuant to the Assumed Note or the Deed of Trust and that no circumstances exist which would constitute a default with notice, or lapse of time, or both, to the best of their knowledge.

4. Note Holder consents to the assumption of the above-described Note provided that such consent shall not relieve Seller of any liability which Seller may have under the note.

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BK- 0507
PG- 3597

5. Note Holder further hereby consents to the transfer of the property encumbered by the above-described Deed of Trust to BEN G. OSBURN and GERALDINE A. OSBURN, Trustees of the OSBURN FAMILY TRUST U/T/A D/T ~~June 17, 1993~~ ⁶⁻¹⁷⁻¹⁹⁹³. In giving this consent, it is specifically understood that this consent to the transfer of the property encumbered by the Deed of Trust shall not be deemed a waiver of the right of the undersigned to exercise her right under the "due-on-sale" clause upon any subsequent transfer or sale of the property.

SELLER:

LSPI EXCHANGE CORP.

By:

Jerome Paciolla
Jerome Paciolla, Secretary

Its:

BUYER:

Ben G. Osburn
Ben G. Osburn, Trustee
of the Osburn Family Trust

Geraldine A. Osburn
Geraldine A. Osburn, Trustee
of the Osburn Family Trust

NOTE HOLDER:

Patricia D. Lubbers, Trustee
of The Patricia D. Lubbers
Living Trust Agreement

STATE OF *California*)
COUNTY OF *Santa Barbara*) ss

This instrument was acknowledged before me on April 24, 2007, by LSPI EXCHANGE CORP.

Notary Public

see attached CA Acknowledgement

LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE B ♦ RENO, NEVADA 89509



BK- 0507
PG- 3598

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss. Heidi Butler, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

On May 8, 2007
Date

personally appeared Jerome Paciolla
Name(s) of Signer(s)

- personally known to me
- ~~proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.~~



WITNESS my hand and official seal.
Heidi Butler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Assumption Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): Secretary
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: LSP Exchange Corp.

Signer Is Representing: _____

STATE OF *California*)
COUNTY OF *San Joaquin*) ss

This instrument was acknowledged before me on April 24, 2007, by BEN G. OSBURN and GERALDINE OSBURN, as Trustees of the OSBURN FAMILY TRUST.



Notary Public



STATE OF)
COUNTY OF) ss

This instrument was acknowledged before me on _____, 2007, by PATRICIA D. LUBBERS, as Trustee of THE PATRICIA D. LUBBERS LIVING TRUST AGREEMENT.

Notary Public

LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE 3 ♦ KIRKO, NEVADA 89509

A. P. No. 1318-26-101-030
Escrow No. 2318353-NMP

When recorded mail to:
Patricia Lubbers, Trustee
392 West Champaigne Drive
Sun Lakes, AZ 85248

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NRS 111.312(1)(2) AND 239B.030(4)**

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Signature

Print Signature
Agent _____
Title _____

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R E C I T A L S :

WHEREAS:

LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE B ♦ RENO, NEVADA 89509



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LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE B ♦ RENO, NEVADA 89509

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SELLER:

BUYER:

LSPI EXCHANGE CORP.

By: _____

Ben G. Osburn, Trustee
of the Osburn Family Trust

Its: _____

Geraldine A. Osburn, Trustee
of the Osburn Family Trust

NOTE HOLDER:

Patricia D. Lubbers

Patricia D. Lubbers, Trustee
of The Patricia D. Lubbers
Living Trust Agreement

STATE OF)
) SS
COUNTY OF)

This instrument was acknowledged before me on _____, 2007, by LSPI EXCHANGE CORP.

Notary Public

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on _____, 2007, by BEN G. OSBURN and GERALDINE OSBURN, as Trustees of the OSBURN FAMILY TRUST.

Notary Public

STATE OF *ARIZONA*)
) ss
COUNTY OF *MARICOPA*)

This instrument was acknowledged before me on MAY 03, 2007, by PATRICIA D. LUBBERS, as Trustee of THE PATRICIA D. LUBBERS LIVING TRUST AGREEMENT.

Judith W. Holmes.

Notary Public

