

The undersigned hereby affirms that there is no Social Security number contained in this document

APN: 1220-08-812-004

**RECORDING REQUESTED BY:**  
Stewart Title of Douglas County  
1663 US HWY 395, Ste. 101  
Minden, NV 89423

**AFTER RECORDATION, RETURN BY MAIL TO:**  
Stewart Title of Douglas County  
1663 US HWY 395, Ste. 101  
Minden, NV 89423



SPACE ABOVE THIS LINE FOR RECORDER'S USE

### DEED OF TRUST ASSUMPTION AGREEMENT

THIS Deed of Trust Assumption Agreement (hereinafter referred to as the "Agreement"), made and entered into this 14<sup>th</sup> day of May \_\_, 2008, by and between Coker-Ewing-Nev LLC., (hereinafter referred to as the "Lender") and Stephen W. Parchman and Joline Parchman, (hereinafter referred to as the "Borrowers"); and Stewart Title of Douglas County, a Nevada corporation, (hereinafter referred to as the "Trustee"). References to this "Deed of Trust Assumption Agreement" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

#### WITNESSETH:

WHEREAS, Lender is the holder and owner of the following documents (hereinafter sometime collectively referred to as the "Loan Documents"):

1. Note Secured by Deed of Trust dated December 18, 2006, in the original principal face amount of one hundred one thousand one-hundred seventy five dollars (\$101,175.00) executed and delivered by Jared C. Lyman and Daisy R. Lyman (hereinafter referred to as the "Original Borrowers") in favor of Lender (hereinafter referred to as the "Note"); and
2. Deed of Trust with Assignment of Rents given by Original Borrowers as "Trustor" to Lender as "Trustee" dated December 18, 2006, and recorded on January 8, 2007, in the Official Public Records of Douglas County, Nevada at Book 0107, Page 1806, document number 0692251 (hereinafter referred to as the "Deed of Trust"), and which Deed of Trust encumbers the real

property as described therein; and

WHEREAS, the Original Borrowers is desirous of conveying the property encumbered by the Deed of Trust, more particularly described as

Lot 4, Block A, as set forth on Final Subdivision Map, Planned Unit Development, PD 03-011 for ROCKY TERRACE filed in the office of the County Recorder of Douglas County, State of Nevada on November 30, 2005, in Book 1105, Page 12654, Document No. 661875, Assessors Parcel Number: 1220-08-812-004.

(hereinafter referred to as the "Property") to Borrowers; and

WHEREAS, the Borrowers desire to receive said Property and formally assume the Deed of Trust and perform all of the covenants and conditions contained in the Deed of Trust, the Note and all other Loan Documents as partial consideration for its purchase of the Property and as consideration for the Lender's willingness to consent to the sale of the Property which is encumbered by the Loan Documents; and

WHEREAS, the Lender agrees to waive the Due on Sale Provisions in the Deed of Trust and Note and consents to the transfer of the Property to the Borrowers under the following terms and conditions:

1. Interest, at six percent (6%) per annum, on the original Note amount of one hundred thousand one hundred seventy-five dollars (\$101,175.00) will be paid to Lender from April 8, 2008, through the Closing Date of Escrow.
2. Borrowers will pay fifteen thousand dollars (\$15,000.00) to Lender through Escrow, prior to the assumption of the Note, to be applied toward the balance on the Note.
3. The new principal balance, after said fifteen thousand dollars (\$15,000.00) payment will be eighty-six thousand one hundred seventy-five dollars (\$86,175.00), and the interest rate will remain at six percent (6%) per annum.
4. The Due Date on the Note will remain January 8, 2010.
5. The Borrowers will make monthly interest-only payment for four hundred thirty dollars and eighty-eight cents (\$430.88), beginning one month after the close of escrow, and continuing each month until January 8, 2010, when all principal and unpaid interest is due in full.

All other terms and conditions of the Deed of Trust and Note will remain the same, and the Borrowers shall assume all of the obligations heretofore imposed by the Loan Documents upon



the Original Borrowers;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and in consideration of the Premises and of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assumption. Borrowers expressly assume the Loan Documents and agree to perform all covenants, conditions, duties and obligations contained therein and agree to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

2. Consent to Conveyance. Lender hereby consents to the transfer of the Property to the Borrowers and waives the Due on Sale provisions for this sale of the Property, but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the Deed of Trust.

3. Warranties and Representations. Borrowers affirm, warrant, represent and covenant that Borrowers has neither defenses nor rights of set-off against Lender or against the payment, collection or enforcement of the indebtedness evidenced by the Note and secured by the Deed of Trust and owed to Lender. Borrowers further warrant and represent as follows:

- a. Borrower have done no acts nor omitted to do any act which might prevent Lender from or limit Lender in, acting upon or under any of the provisions herein, in the Deed of Trust, in the Note or any other Loan Documents;
- b. Borrowers are not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement, the performance of each and every covenant, hereunder or under the Deed of Trust, Note or any other Loan Documents;
- c. No action has been brought or threatened which would in any way interfere with the right of Borrowers to execute this Agreement and perform all of Borrowers' obligations contained herein, in the Note, in the Deed of Trust, or in any other Loan Document;
- d. All financial statements of Borrowers and Guarantors, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect Borrowers' or Guarantors,' if any, ability to repay the indebtedness evidenced by the Note and secured



by the Deed of Trust; and

- e. Borrowers have full power and authority to consummate the transactions contemplated under this Agreement.

4. Acknowledgement. Borrowers acknowledges that:

- a. The Loan Documents are in full force and effect; and
- b. The principal balance of the loan as represented by the aforesaid Note as of the date of this Agreement is one hundred thousand one hundred seventy five dollars (\$101,175.00) and principal and interest are unconditionally due and owing to the Lender as provided in the Note.

5. Costs. Borrowers shall pay all costs of the assumption made hereby, to include without limitation, attorneys' fees and recording costs, as well as the cost of an endorsement to Lender's title insurance policy insuring the lien of the Deed of Trust and Note after the recording of this Agreement. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Lender's consent to the transfer of the Property to Borrowers. In the event that it is determined that additional costs relating to this transaction are due, Borrowers agrees to pay such costs immediately upon demand.

6. Recordation. The recording of the Agreement on the Public Records shall evidence the closing of the transaction described herein.

7. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

8. Governing Law. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Attorney's Fees. All costs incurred by Lender in enforcing this Agreement and in collection of sums due Lender from Borrowers, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by Borrowers.


11. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.



///

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

As to Lender this 14th day of May, 2008.

  
LENDER

WITNESSES:

As to Borrowers this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
BORROWERS

WITNESSES:

STATE OF NEVADA     )  
                                  ) ss.  
DOUGLAS COUNTY     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



///

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

As to Lender this \_\_\_\_ day of \_\_\_\_\_, 2008.

LENDER

WITNESSES:

As to Borrowers this 14<sup>th</sup> day of MAY, 2008.

Stephen W. Patchman  
BORROWERS

Johni J. Patchman

WITNESSES:

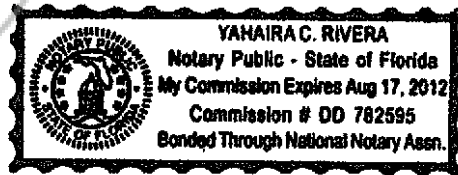
Yahaira C. Rivera  
YAHAIRA C. RIVERA

Yahaira C. Rivera  
YAHAIRA C. RIVERA

STATE OF ~~NEVADA~~ Florida )  
Orange ) ss.  
DOUGLAS COUNTY )

This instrument was acknowledged before me on the 14 day of May, 2008, by Stephen Patchman

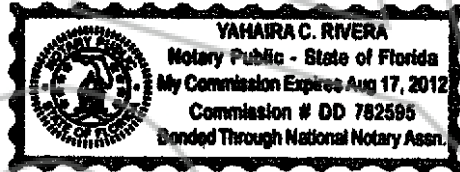
Yahaira C. Rivera  
NOTARY PUBLIC



Florida  
STATE OF ~~NEVADA~~ )  
Orange ) ss.  
~~DOUGLAS~~ COUNTY )

This instrument was acknowledged before me on the 14 day of May,  
2008, by Toline T. Parchman.

  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

State of California  
County of Placer )


On 05/14/08 before me, Sharon L. Rainwater, Notary Public  
(insert name and title of the officer)

personally appeared Robert B. Coker, Jr.  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

