

OFFICIAL RECORD

Requested By:  
MARQUIS TITLE & ESCROW

Douglas County - NV  
Karen Ellison - Recorder

Recording Requested by:  
Gregory Gerken  
When recorded Return to:  
Henry R. Butler  
P.O. Box 10989  
Zephyr Cove, Nevada 89448  
apn - 1121-05 514.023

Page: 1 Of 2 Fee: 15.00  
BK-1108 PG- 3130 RPT: 0.00



ASSUMPTION AGREEMENT

Notice is hereby given that the Note secured by that deed of trust recorded on June 19, 2006 in Book 0606 page 6292 of the Official Records of Douglas County, Nevada as Document No. 677553 and executed by Johnson Development, Inc. as trustor for Gregory S. Gerken, Beneficiary, has been modified as follows:

The "due on sale clause" which required payment in full of all principle and interest upon the sale or other transfer of the security is waived as to Bradley D. Johnson and Sarah B. Johnson (hereafter "Buyer") whose address is 270 Walker, Gardnerville, Nv. 89410 (PH 775-790-1934) The due on sale clause is not waived as to any subsequent sale of the premises without prior consent of the lender. All other provisions of the note and deed of trust shall remain the same.

As further consideration for the waiver of the due on sale clause contained in the promissory note the Buyer assumes and agrees to pay the obligation secured by said deed of trust and to be bound by all of the conditions and covenants thereof.

This assumption is not a novation. The original obligors are not released from liability on the note.

Bradley Johnson  
Signed Bradley D. Johnson

11-12-08  
Dated

Sarah B. Johnson  
Signed Sarah B. Johnson

11-12-08  
Dated

State of Nevada )  
County of Douglas )

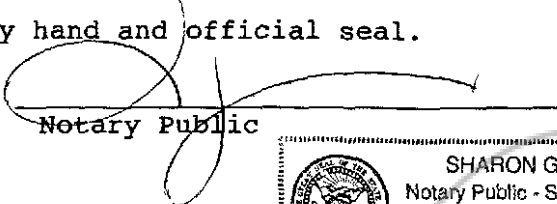
On 11/17/08 before me, Stacey Spadoni, a Notary Public, personally appeared Bradley D. Johnson and Sarah B.

This document is recorded as an accommodation and without liability for the consideration therefore or as to the validity or sufficiency of said instrument or for the effect of such recording on the title of the property involved

Johnson, personally known to me (or 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.

Signature



Notary Public

(Seal)



COPY

