

OFFICIAL RECORD

Requested By:  
GUNTER HAYES & ASSOCIATES

LLC

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 3 Fee: 41.00  
BK-0610 PG- 4549 RPTT: 0.00

Contract Number: 000570603928  
This Instrument Prepared by:  
Kim Thompson  
Wyndham Vacation Resorts, Inc.  
8427 SouthPark Circle  
Orlando, FL 32819



ASSUMPTION AND MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 03/22/2010, by **Thorin Singer and Nicole Singer, Joint Tenants With The Right of Survivorship**, , whose address is 227 BUMPY RD, "Seller(s)," and **Jeannie Goobanoff**, , whose address is 218 BURGUNDY ROAD, HEALDSBURG, CA 95448, "Buyer(s)," **Lawyers Title of Nevada, Inc.** (hereinafter referred to as "Trustee") and **Wyndham Vacation Resorts, Inc.**, a Delaware corporation (hereinafter referred to as "Beneficiary").

WITNESSETH:

WHEREAS, SELLER(S) executed a Promissory Note dated **05/08/2006**, evidencing a principal indebtedness of **Seventeen Thousand Four Hundred Fourteen Dollars and Ten Cents, or (\$17,414.10)**, Dollars (the "Note"), secured by a Deed of Trust of even date therewith, recorded on **August 16, 2006**, at Official Records Book **682420**, Page in the Official Records of Douglas County, Nevada ("the Deed of Trust"); and

WHEREAS, BUYER(S) are purchasing the property encumbered by the Deed of Trust hereinafter described as follows:

A **154,000/183,032,500** undivided fee simple interest as tenants in common in **Units 12101, 12102, 12103, 12201, 12202, 12203, 12302, 14102, 14103, 14104, 14202, 14203, 14204 and 14302** in **South Shore Condominium** ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan").

The Property described above is a/an **Annual** ownership interest as described in the Declaration and such ownership interest has been allocated **154,000** Points as defined in the Declaration for use in **Each** year(s).

WHEREAS, the Deed of Trust hereby provides the Beneficiary the option to declare all sums secured thereby to be immediately due and payable if the subject property is conveyed without the Beneficiary's consent in writing; and

WHEREAS, the parties have reached such agreement and wish to reduce the same to writing.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing representations are true and correct and are incorporated herein by reference.
2. Buyer(s) hereby expressly assumes all obligations and agrees to fully perform and abide by all the terms and conditions of the Note and Deed of Trust to the same extent as if Buyer(s) was the original maker and/or obligor thereon. Buyer(s) hereby agrees to pay the indebtedness which is now in the amount of **Thirteen Thousand Four Hundred Four Dollars and Thirty Three Cents (\$13,404.33)** Dollars.
3. **Term of Note and Deed of Trust.** The Note and Deed of Trust are hereby amended and declared to state that the principal amount and interest on the Note and Deed of Trust shall be due and payable in monthly installments of **\$260.67** each, the NEXT installment being due and payable on **02/22/2010**, and each installment being due and payable on the **02/22/2010** day of each month thereafter, until paid in full.
4. The parties expressly acknowledge that Seller is not being released from its obligation under the Note and Deed of Trust and remains fully liable thereon.
5. Beneficiary hereby recognizes Buyer as an additional obligor on the Note and Deed of Trust.
6. The provisions of the Note and Deed of Trust are expressly reaffirmed, except as follows:
  - I. Interest on the subject obligation shall henceforth accrue to Beneficiary at the rate of **12.99%** percent per annum, effective with the date of this Agreement. The regular amortizing monthly payment (principal and interest) due in accordance with the terms of the Note shall henceforth be in the amount of **\$260.67** due and payable on the same day of each and every month as called for by the Note.

II. All remaining terms and provisions of the Deed of Trust not specifically amended by this Agreement shall remain in full force and effect. In the event of any conflict between this Agreement and the Deed of Trust, the terms of this Agreement shall control and prevail.

III. This Agreement shall be binding upon the parties hereto as well as upon their respective heirs, administrators, successors and assigns. This Agreement shall be interpreted in accordance with the laws of the State of Nevada.

IV. Consent of Beneficiary. Beneficiary does hereby consent to all the foregoing terms and provisions contained in this Agreement.

The undersigned have executed this Agreement on the day and year set forth below.

[Signature]  
Seller: THORIN SINGER

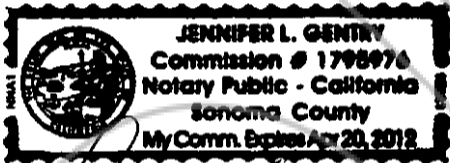
[Signature]  
Witness  
Print Name: GEORGE GUZANOFF

[Signature]  
Witness  
Print Name: Nathan Jacobson

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2010 by THORIN SINGER, who is personally known to me or has produced a driver's license as a type of identification and who did/did not take an oath.

(AFFIX SEAL)



Signature: Jennifer L Gentry  
Notary Public  
Print Name: Jennifer L Gentry  
Notary Public, State of CALIFORNIA  
Serial Number, if any: ---  
My Commission Expires: Apr 20, 2012

[Signature]  
Seller: NICOLE SINGER

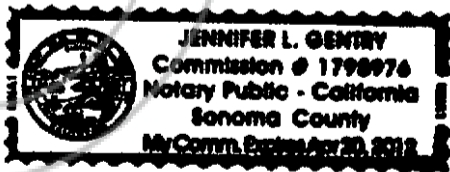
[Signature]  
Witness  
Print Name: GEORGE GUZANOFF

[Signature]  
Witness  
Print Name: Nathan Jacobson

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2010 by NICOLE SINGER, who is personally known to me or has produced a driver's license as a type of identification and who did/did not take an oath.

(AFFIX SEAL)



Signature: Jennifer L Gentry  
Notary Public  
Print Name: Jennifer Gentry  
Notary Public, State of CALIFORNIA  
Serial Number, if any: ---  
My Commission Expires: Apr 20, 2012

Jannie Goobanoff  
Buyer: JEANNIE GOOBANOFF

[Signature]  
1st Witness  
Print Name: GEORGE GOOBANOFF

Jennifer L Gentry  
Notary Public - Witness  
Print Name: Jennifer L Gentry

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

PERSONALLY appeared before me GEORGE GOOBANOFF who, on oath says that (s)he saw the within named JEANNIE GOOBANOFF, sign, seal, and his/her/their act and deed, deliver the within written document and that (s)he with the other witness as appears above, witnessed the execution thereof.

[Signature]  
Signature of 1st Witness

SWORN TO BEFORE ME this 5<sup>th</sup> day of April, 2010.

(AFFIX SEAL)

Signature: Jennifer L Gentry  
Notary Public  
Print Name: Jennifer L Gentry  
Notary Public, State of CALIFORNIA  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: April 20, 2012

