A. P. No. 1121-05-000-018 No. 048970-DJA -DA

When recorded mail to: Elva Yarborough Trust 101 West Arroyo Reno, NV 89509 DOC # 802054

05/08/2012 02:01PM Deputy: AR
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-512 PG-1840 RPTT: 0.00

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.

ASSUMPTION AGREEMENT AND NOVATION

THIS ASSUMPTION AGREEMENT AND NOVATION, made and entered into on May 8 , 2012, by and between GEORGE D. ANDERSON, an unmarried man, hereinafter referred to as "Seller", part of the first part; and JEFFREY PHILBROOK and FRANCES PHILBROOK, husband and wife, as joint tenants with right of survivorship , herein referred to as "Buyer", part of the second part; and HOWARD YARBOROUGH, Trustee of the ELVA YARBOROUGH TRUST, hereinafter referred to as "Note Holder", part of the third part.

WITNESSETH:

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

All that certain lot, piece or parcel of land reflecting a boundary line adjustment between Parcels N and M, as shown on Government Land Office (BLM) Map of Township 11 North, Range 21 East, M.D.B.&M., said parcel being a portion of the West 1/2 of the Northeast 1/2 of Section 5, Township 11 North, Range 21 East, M.D.B.&M., more particularly described as follows:

802054 Page: 2 of 6 05/08/2012

Commencing at the center 1/4 corner of Section 5, Township 11 North, Range 21 East, M.D.B.&M., thence North 00°05′40″ West, 1,355.96 feet to the True Point of Beginning; thence North 00°05′40″ West, 855.95 feet; thence on a curve to the right with a radius of 4,925.00 feet, a central angle of 03°51′45″ and an arc length of 332.01 feet; thence South 54°49′20″ East, 354.99 feet; thence South 35°10′40″ West, 470.00 feet; thence South 73°54′21″ West, 307.64 feet to the True Point of Beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in document recorded November 8, 2005, in Book 1105, Page 3803, as Document No. 660242, Official Records, Douglas County, Nevada.

- B. Seller and Buyer have entered into an agreement to sell the above described real property to Buyer (the "Purchase Agreement").
- C. Note Holder is the holder of a Promissory Note dated November 16, 2011, in the original amount of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00), payable with interest in accordance with the terms and conditions contained therein (the "Note").
- D. Seller's performance under the Note is secured, by the above described real property, as evidenced by that certain Deed of Trust (the "Deed of Trust") recorded November 17, 2011, as Document No. 792790, Official Records, Douglas County, Nevada.
- E. Buyer desires to assume all the obligations under the Note and Deed of Trust and Seller desires to be released and discharged from any liability in connection with the Note and Deed of Trust;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, not herein expressed, it is agreed as follows:

1. Note Holder hereby represents that the outstanding principal balance under the Note, as of 100 mounts. 2012, is \$124,962.73

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

PG-1842 802054 Page: 3 of 6 05/08/2012

No: 99-38196-2 - Expires August 8, 2015

Buyer acknowledges that the above described real property is subject to the Deed of Trust.

- Seller and Note Holder hereby represent that there is no current default pursuant to the 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.
- Note Holder hereby releases and discharges 4. Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.
- This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: May 8	_, 2012.
SELLER:	BUYER:
George D. Anderson	Jeffrey Philbrook
NOTE HOLDER:	Frances Philbrook
Howard Yarborough, Trustee	
STATE OF Nevada)	
The state of the s	SS
	s acknowledged before me on GEORGE D. ANDERSON.
Notary Public	DIANE J. ALLEN Notary Public - State of Nevada Appointment Recorded in Westner County

802054 Page: 4 of 6 05/08/2012

Buyer acknowledges that the above described real property is subject to the Deed of Trust.

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- This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

SELLER:	BUYER:
George D. Anderson	Jeffrey Philbrook
NOTE HOLDER:	
Howard Tarborough, Trustee STATE OF COUNTY OF SS	Frances Philbrook
This instrument was , 2012, by GE Notary Public -3	acknowledged before me on ORGE D. ANDERSON. 3-

BK 512 PG-1844 802054 Page: 5 of 6 05/08/2012

STATE OF SS COUNTY OF This instrument acknowledged before was , 2012, by HOWARD YARBOROUGH, Trustee of the ELVA YARBOROUGH TRUST. Notary Public STATE OFNevada SS COUNTY OF Washoe instrument This acknowledged < was before me May 8 2012, JEFFREY PHILBROOK and FRANCES by DIANE J. ALLEN Notary Public - State of Nevada Notary ublic Appointment Recorded in Washoe County No: 99-38196-2 - Expires August 8, 2015

BK 512 PG-1845 BK 512 PG-184 802054 Page: 6 of 6 05/08/2012

STATE OF COUNTY OF U	Urshoe)	55	
This 5-8 May ELVA YARBOR	instrument was \mathcal{S} , 2012, by OUGH TRUST.	acknowledged : HOWARD YARBOROUGH	before me on , Trustee of the
May RIA Not	ary Public	No App	MARY L. VAN DORT stary Public - State of Nevada sointment Recorded in Washee County 05-97681-2 - Expires May 6, 2013
STATE OF) :	ss	
COUNTY OF)	\ \ \ \ .	
This	instrument was	The The	before me on OOK and FRANCES
PHILBROOK.	ary Public		
		<i>-4-</i>	