

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

<f80>
<f81>
<f82>, <f83>

SPACE ABOVE THIS LINE FOR RECORDERS USE

ASSUMPTION AGREEMENT AND MODIFICATION OF NOTE AND DEED OF TRUST

This Agreement is entered into <f3>, between <f80>, ("Company"), ~, ("SELLER") and ~, ("BUYER").

WHEREAS, Seller is the owner of real property encumbered by a Deed of Trust dated <f32>, which was recorded on ~, as Instrument No. <f60> Official Records of <f63> County securing a promissory note (the "Note") in the principal amount of \$~ of even date therewith. Said Note and Deed of Trust are referred to collectively herein as (the "Loan") and the Company is the owner and holder of said Note and Deed of Trust; and,

WHEREAS, Seller has conveyed or is about to convey the real property described in said Deed of Trust (the "Property") to Buyer and both Seller and Buyer have requested Company to permit Buyer to assume Seller's obligations under the Loan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. That all monthly installments of principal and interest provided by said Note to be paid on and after _____ are unpaid and that the unpaid principal balance on said Note is \$_____.

2) Buyer hereby assumes and agree (a) to pay said Note in accordance with its terms, as herein modified, and all renewals, extensions, and prior modifications (if any) thereof, and all other obligations due to Company under said Load (b) to perform and observe all Trustor's obligations contained in and in accordance with the provisions of said Deed of Trust, and any Security Agreement which may have been executed by Trustor, (c) to be bound by each and all terms of the provisions of said Deed of Trust, all as though said Note and said Deed of Trust, and each of them had originally been made, executed and delivered by Buyer, and (d) to pay to Company an assumption fee of \$ _____.

3) The Company, Buyer and Seller agree that said Note is hereby modified in the following respects: Commencing on ~, interest on the unpaid balance shall begin accruing at the rate of _____ per cent per annum, computed on a 360 day basis, principal and interest payable in monthly installments of \$<f24>, each, on the _____ day of each month beginning on <f350>, and continuing until maturity or said principal and interest has been paid in full.

4) Be advised Company does by no means release sellers from any or all liability on said Note or Deed of Trust.

5) To the extent that any of the provisions of said Note or Notes or said Deed of Trust conflict with any of the foregoing provisions of this Agreement, this Agreement shall prevail, but in all other respects, said Note or Notes and all provisions of said Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

<f38> - BUYER

Date

<f39>- BUYER

Date

<f207> - SELLER

Date