

Prepared By and Return To:
Wells Fargo Home Mortgage, Inc.
MAC X:401-015
1 Home Campus
Des Moines, Iowa 50328-0001

Loan Number: 7340719
VA LH Number: 444461206828
Parcel # 000-171-05

Assumption Agreement Creating Liability to Wells Fargo Home Mortgage, Inc. And United States for VA Guaranteed Loans Subject to 38 U.S.C. 3714 (Nevada)

This agreement made this 28th day of SEPTEMBER, 2000, by and among SETH A HOLLOWAY and SHERRI L HOLLOWAY, (hereinafter Seller), and STEVEN C WALTON and DEBRA L WALTON, (hereinafter Purchaser), and the Secretary of Veterans Affairs (also known as Administrator of Veterans Affairs, Department of Veterans Affairs, Veterans Administration or VA) an Officer of the United States of America (hereinafter VA).

Witnesseth: Whereas Purchaser has purchased or will purchase from Seller the premises and realty described in a certain Deed of Trust recorded among the land records of LINCOLN County, State of Nevada on the 30 day of AUGUST, 1996, which Deed of Trust in part secures payment of a promissory note of even date with said Deed of Trust in the original sum of \$50,300.00 plus interest, (legal description thereon may be attached on optional Exhibit A), and

See attached EXHIBIT "A" for legal description.

Whereas above Deed of Trust and note were guaranteed by VA pursuant generally to provisions of the Servicemen's Readjustment Act of 1944 as amended (also Chapter 37, Title 38 U.S. Code) [hereinafter VA guaranteed loan] and whereas VA has been requested to approve assumption of above VA guaranteed loan and to release Seller specifically via 38 U.S. Code 3714, and

Whereas said VA guaranteed loan is presently owned or serviced by Wells Fargo Home Mortgage, Inc. (hereinafter Holder).

Now, Therefore, in consideration of payment under 38 U.S. Code 3714 of the assumption processing charges to Holder and assumption fee to VA, the parties agree as follows:

1. Purchaser assumes and agrees to pay VA guaranteed loan as modified or extended specifically including the entire aggregate unpaid amount evidenced by above promissory note according to the provisions thereof and to perform all of the covenants and conditions of above Deed of Trust with the same force and effect as though Purchaser had been the original maker of said note and trustor of said Deed of Trust.

2. Pursuant to Chapter 37 Title 38 U.S. Code as superseding federal law Purchaser jointly and severally hereby additionally assumes the liability to the United States of America for the contract of SETH A HOLLOWAY, the veteran, who by using his VA loan guaranty entitlement for the above VA guaranteed loan agreed to indemnify the United States to the extent of any claim or payment arising from said VA guaranty regardless of any Nevada or local law prohibiting or limiting deficiencies prior to or after foreclosure specifically including but not limited to Nevada Revised Statutes 40.453, 40.455, 40.457, and 40.459.

3. That each further transfer or disposal of above realty is governed by 38 U.S. Code 3714 specifically including the following restrictions on assumptions of above Deed of Trust - namely:

**THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS
AFFAIRS OR ITS AUTHORIZED
AGENT**

4. Whenever appropriate, the singular shall include the plural and the use of gender shall be applicable to all genders.

In witness Whereof, intending to be legally bound, the parties have executed this agreement the day and year first above written.

Seth A Holloway
SETH A HOLLOWAY

Steven C Walton
STEVEN C WALTON

Sherril L Holloway
SHERRI L HOLLOWAY

Debra L Walton
DEBRA L WALTON

STATE OF NEVADA)
COUNTY OF LINCOLN)

s.s.

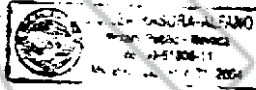
On THIS 26TH DAY OF SEPTEMBER 2000 before me, D. J. LEA RASUPA-ALFARO, personally appeared SETH A HOLLOWAY and SHERRIL HOLLOWAY and STEVEN C WALTON and DEBRA L WALTON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to 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: [Handwritten Signature]

(This area for official notarial seal)

My Commission Expires: 3/31/04



Joinder By VA

In consideration for above assumptions of liability by purchaser both to Holder and VA plus payments of assumption charges and fees under 38 U.S. Code 3714, VA approves above assumption and hereby releases SETH A HOLLOWAY (veteran or successor thereto) and SHERRIL HOLLOWAY (his/her spouse) from all personal liability to United States which is derived to VA by way of indemnification or subrogation concerning above VA guaranteed loan.

STATE OF ^{TEXAS} NEVADA)
COUNTY OF KENDALL) s.s.

On OUTLIER B. REED before me, DELLY MARTINEZ
personally appeared SETH A HOLLOWAY and SHERRI L HOLLOWAY)
and 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 [Handwritten Signature]

My Commission Expires: 10/25/06



Joinder By VA

In consideration for above assumptions of liability by purchaser both to Heider and VA plus payments of assumption charges and fees under 38 U.S. Code 3714, VA approves above assumption and hereby releases SETH A HOLLOWAY (veteran or successor thereto) and SHERRI L HOLLOWAY (his/her spouse) from all personal liability to United States which is derived to VA by way of indemnification or subrogation concerning above VA guaranteed loan.

By: Wells Fargo Home Mortgage, Inc.

Johnnie A. Wadle
Johnnie A. Wadle
Assistant Secretary

For Department of Veterans Affairs,
Pursuant to Delegation of Authority Contained In 38 U.S. Code 3714

STATE OF IOWA, COUNTY OF POLK, SS:

On this 17th day of January, A.D. 2001, before me, the undersigned, a Notary Public in and for the said state, personally appeared Johnnie A. Wadle, to me personally known, who being by me duly sworn, did say that she is the Assistant Secretary, of the corporation executing the within and foregoing instrument to which this is attached; that the seal affixed thereto is the seal of the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Johnnie A. Wadle as an officer acknowledged the execution of the foregoing instrument to the voluntary act and deed of the corporation, by it and by then voluntarily executed.

Eric Wilson

Notary Public in and for said state.

My Commission Expires: Apr 13, 2001



EXHIBIT "A"

Legal description for real property located at 124 Rowan Drive, Caliente, NEVADA 89008

All of lot Twenty-four (24) and the adjoining Westerly 10.00 feet of Lot Twenty-five (25) of the Amended Rowan Subdivision to the City of Caliente, County of Lincoln, State of Nevada as recorded December 11, 1969 in the Office of the County Recorder of Lincoln County in Book A of Plats, page 78, as file No. 48575, Lincoln County, Nevada records.

NO. 116067

FILED AND RECORDED AT REQUEST OF
WELLS FARGO HOME MORTGAGE

MARCH 20, 2001

AT 12 MINUTES PAST 02 O'CLOCK

PM IN BOOK 153 OF OFFICIAL

RECORDS PAGE 560 LINCOLN

COUNTY, NEVADA.

LESLIE BOUTCHER

COUNTY RECORDER

BY Jenise Healy DEPUTY