

RECORDING REQUESTED BY:  
Equity Preservation, Inc. MTC 24029 DT

WHEN RECORDED RETURN TO:  
Equity Preservation, Inc.  
650 Saratoga Avenue #205  
San Jose, CA 95129

File No: 1-4109LF/sr  
Escrow No: 24029D

# ASSUMPTION AND RELEASE AGREEMENT

This Agreement is made by and between Equity Preservation, Inc., a California Corporation ("EPI"), Giovanni Mangione and Linda Mangione, ("Assuming Party") and Dee Golden, Joan Golden, Gilbert E. Prince, Jr., Janet L. Prince, Ronald Craig and Wendy Craig, ("Lender").

1. As part of the consideration for the acquisition of that certain real property in the City of Klamath Falls, County of Klamath, State of Oregon, described in Exhibit A attached hereto and made a part hereof, and described in that certain deed of trust dated July 20, 1990, executed by Equity Preservation, Inc., a California Corporation, as Trustor, in which Dee Golden, Joan Golden, Gilbert E. Prince, Jr., Janet L. Prince, Ronald Craig and Wendy Craig are named as Beneficiary, and Mountain Title Company of Klamath County as Trustee, and recorded on 1 day of AUGUST, as Instrument No. 18322 in the official Records of Klamath County, Oregon, ("Deed of Trust") securing a promissory note in the original principal amount of FORTY SEVEN THOUSAND AND NO/100\*\*\*\* Dollars (\$47,000.00) dated July 20, 1990, ("Promissory Note"). The Assuming Party and each of them jointly and severally hereby immediately assume and agree to pay the Promissory Note secured by said Deed of Trust, and to be bound by and perform all of the terms, conditions, obligations and covenants of said Promissory Note, Deed of Trust and any other security instruments which secure the Promissory Note. The Assuming Party further acknowledges that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the real property described therein. The Assuming Party also agrees that the Deed of Trust shall secure all other sums that the Assuming Party may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

2. Lender hereby releases EPI from any and all liability on or under the Promissory Note and Deed of Trust. The Assuming Party does hereby hold harmless and indemnify EPI, its officers, directors, shareholders, partners, employees, agents and attorneys from any and all costs, (including but not limited to reasonable attorney's fees incurred by EPI), liability, expenses, claims or demands arising from or under the Promissory Note and/or Deed of Trust or any other instrument securing the Promissory Note.

3. The unpaid balance of the Promissory Note is \$ 47,000.00.

4. Lender hereby consents to the transfer of the real property described in the Deed of Trust and waives any right it may have to accelerate the unpaid balance of the Promissory Note by reason of such transfer; but such consent shall not be deemed to be a waiver of any right to require such consent to future transactions.

5. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Oregon. In the event of any action or proceeding to enforce any term or provision of this Agreement, or for breach thereof, or to declare the rights of the parties with respect thereto, the prevailing party, as determined by a tribunal with proper jurisdiction shall be entitled to recover, in addition to all relief awarded to said party, its costs and expenses including, but not limited to, reasonable attorney's fees incurred in connection with such action or proceeding, and in any appeal from or retrial of the same, and in the collection or enforcement of any award therein.

49  
8 AM  
1  
AUG 8 1990

6. This Agreement shall inure to the benefit of and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

15311

Executed on July 25, 1990, at Klamath Falls, Oregon.

Assuming Party:

Giovanni Mangione  
Giovanni Mangione

Linda Mangione  
Linda Mangione

EPI:

Equity Preservation, Inc.  
A California Corporation

By

Lynn Forristall, Assistant Secretary

Lender:

Dee Golden  
Dee Golden

Joan Golden  
Joan Golden

Gilbert E. Prince, Jr.  
Gilbert E. Prince, Jr.

Janet L. Prince  
Janet L. Prince

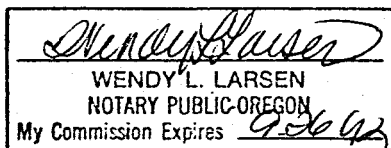
Ronald Craig  
Ronald Craig

Wendy Craig  
Wendy Craig

STATE OF OREGON  
COUNTY OF

)  
)SS.

On this 23 day of July, in the year 1990, before me,  
a Notary Public, State of Oregon, duly  
commissioned and sworn, personally appeared  
Gilbert E. Prince, Jr. & Janet L. Prince  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) \_\_\_\_\_ subscribed to  
this instrument, and acknowledged that he executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the CLACKAMAS County of \_\_\_\_\_  
on the date set forth above in this  
certificate.



Wendy L. Larsen  
Notary Public, State of Oregon  
My Commission expires 9-26-92

STATE OF OREGON  
COUNTY OF

)  
)SS.

On this 25th day of July, in the year 1990, before me,  
Darlene J. Tucker, a Notary Public, State of Oregon, duly  
commissioned and sworn, personally appeared  
Dee C. Golden & Joan R. Golden  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) are \_\_\_\_\_ subscribed to  
this instrument, and acknowledged that they executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Klamath County of \_\_\_\_\_  
on the date set forth above in this  
certificate.

Darlene J. Tucker  
Notary Public, State of Oregon  
My Commission expires 6/16/92

) SS.

On this 25th day of July, in the year 1990, before me,  
Darlene J. Tucker, a Notary Public, State of Oregon, duly  
commissioned and sworn, personally appeared

Giovanni Mangione & Linda Mangione  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) are subscribed to  
this instrument, and acknowledged that they executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Klamath County of  
on the date set forth above in this  
certificate.

)  
) SS.

On this 26th day of July, in the year 1990, before me,  
Darlene J. Tucker, a Notary Public, State of Oregon, duly  
commissioned and sworn, personally appeared

Ronald S. Craig and Wendy M. Craig  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) are subscribed to  
this instrument, and acknowledged that the y executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Klamath County of \_\_\_\_\_  
\_\_\_\_\_ on the date set forth above in this  
certificate.

)  
) SS.

On July 27, 1990, before me, the undersigned, a  
Notary Public in and for said County and State personally appeared

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as President, and Assistant Secretary of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

OFFICIAL SEAL  
ROBERTA WALKER  
NOTARY PUBLIC - CALIFORNIA  
SANTA CLARA COUNTY  
My Commission Expires Aug. 18, 1992

STATE OF OREGON,                      ss.  
County of Klamath

Filed for record at request of:

Mountain Title Co.  
on this 1st day of Aug. A.D., 19 90  
at 8:49 o'clock A M. and duly recorded  
in Vol. M90 of Mortgages Page 15310.  
Evelyn Biehn County Clerk  
By Pauline Mullendore  
Deputy.

Fee. \$18.00