

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made and executed this 13th day of April 2006, by an between Donna Henderson("Original Borrower") and Marvin Butler("Assuming Borrower") for the benefit of Irwin Mortgage Corporation, an Indiana corporation "Lender" and is based on the following premises:

WHEREAS, the Original Borrower is obligated under the Mortgage Note dated the 10/30/2003 made payable by Original Borrower to New Freedom Mortgage Corporation for the principal amount of One Hundred Twenty Nine Thousand Nine Hundred Sixty Dollars and 00/100 (\$129,960.00) ("Mortgage Note"), currently held by Lender; and

WHEREAS, the Mortgage Note is secured by the Mortgage/Deed of Trust dated the 10/30/2003 and recorded on 10/31/2003 in the office of the recorder of Utah County, State of Utah, as Instrument Number 175369, "Mortgage/Deed of Trust"), which secures Lender; and

WHEREAS, the Assuming Borrower has purchased or is about to purchase from Original Borrower the real estate encumbered by the Mortgage/Deed of Trust; and

WHEREAS, the Original Borrower and Assuming Borrower desire that the Assuming Borrower assume and agree to pay the Mortgage Note as secured by the Mortgage; and

WHEREAS, the Original Borrower and Assuming Borrower have applied to Lender for its consent to such purchase and assumption of the Mortgage Note and Mortgage/Deed of Trust by the Assuming Borrower; and

WHEREAS, the Lender is willing to consent to the assumption by Assuming Borrower conditioned on the execution of the Agreement, among other things.

NOW THEREFORE, is consideration of the foregoing premises and the agreements hereinafter contained, the Original Borrower and Assuming Borrower agree as follows.

1. The Assuming Borrower assumes and agrees to pay the Mortgage Note as secured by the Mortgage/Deed of Trust. In addition, the Assuming Borrower assumes and agrees to perform and comply with all of the covenants, duties and obligations set forth in the Mortgage.
2. The Original Borrower represents and warrants that, since the date of the Mortgage/Deed of Trust, no liens or encumbrances have been agreed to or placed against real estate secured by said Mortgage/Deed of Trust.
3. The Original Borrower hereby releases Lender from any liability to Original Borrower that is connected with or related to the Mortgage Note and Mortgage/Deed of Trust and releases to the Assuming Borrower all funds deposited with Lender.
4. This Assumption Agreement shall be binding upon and inure to the benefit of the Original Borrower, Assuming Borrower, Lender, and

their respective successor, assigns and legal representatives constituting the Assuming Borrower.

IN WITNESS WHEREOF, the Original Borrower and Assuming Borrower have caused this Assumption Agreement to be executed.

Original Borrower

X Donna Henderson
Donna Henderson
X _____

Assuming Borrower

X Marvin Butler
Marvin Butler
X _____

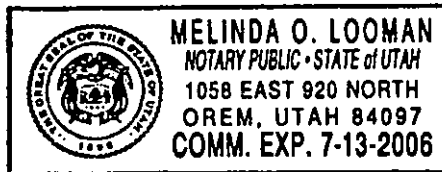
Commencing 21 Rods East of the Northwest
Corner of Lot 3, Block 8, Plat "A", Salem City
Survey, Thence South 14 Rods; Thence West
3.80 Rods; Thence North 14 Rods; Thence East
3.50 Rods to point of Beginning.

State of Utah)
County of Utah) SS:

Before me, a Notary Public in and for said County and State personally appeared Donna Henderson who after having been duly sworn, acknowledged the execution of the foregoing Assumption Agreement and stated that the representative there in contained are true and correct.

WITNESS my hand and seal this 13th day of April, 2006
My commission expires: 7-13-2006
My County of residence: Utah

Melinda O. Looman
Notary Public



State of Utah)
County of Utah) SS:

Before me, a Notary Public in and for said County and State personally appeared Marvin Butler who after having been duly sworn, acknowledged the execution of the foregoing Assumption Agreement and stated that the representative there in contained are true and correct.

WITNESS my hand and seal this 13th day of April, 2006
My commission expires: 7-13-2006
My County of residence: Utah

Melinda O. Looman
Notary Public

