

Form FmHA 1965-13 (Rev. 7-94) UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION ASSUMPTION AGREEMENT (FARMER PROGRAM LOANS)	Case No. 33-006-530965918			
	<table><tr><td>Type of Loan 45-15 45-17 45-18 41-19 (Specify)</td><td><input checked="" type="checkbox"/> Eligible Transferee <input type="checkbox"/> Ineligible Transferee <input checked="" type="checkbox"/> Transfer for full amount of debt <input type="checkbox"/> Transfer for less than full amount of debt <input checked="" type="checkbox"/> Transferor released from personal liability <input type="checkbox"/> Transferor NOT released from personal liability <input type="checkbox"/></td></tr><tr><td><input checked="" type="checkbox"/> Direct <input type="checkbox"/> Insured</td><td></td></tr></table>	Type of Loan 45-15 45-17 45-18 41-19 (Specify)	<input checked="" type="checkbox"/> Eligible Transferee <input type="checkbox"/> Ineligible Transferee <input checked="" type="checkbox"/> Transfer for full amount of debt <input type="checkbox"/> Transfer for less than full amount of debt <input checked="" type="checkbox"/> Transferor released from personal liability <input type="checkbox"/> Transferor NOT released from personal liability <input type="checkbox"/>	<input checked="" type="checkbox"/> Direct <input type="checkbox"/> Insured
Type of Loan 45-15 45-17 45-18 41-19 (Specify)	<input checked="" type="checkbox"/> Eligible Transferee <input type="checkbox"/> Ineligible Transferee <input checked="" type="checkbox"/> Transfer for full amount of debt <input type="checkbox"/> Transfer for less than full amount of debt <input checked="" type="checkbox"/> Transferor released from personal liability <input type="checkbox"/> Transferor NOT released from personal liability <input type="checkbox"/>			
<input checked="" type="checkbox"/> Direct <input type="checkbox"/> Insured				

THIS AGREEMENT dated December 29, 19 99, between the United States of America, acting through the Farmers Home Administration (called the "Government"), and Dusty L. Moyle and _____ (called the "assuming parties"), whose post office address is PO Box 128, Eureka, NV 89316

BECAUSE the Government is the holder or insurer of loan(s) evidenced by certain debt instrument(s) executed by the present debtor(s) J-J Moyle, Inc., a Nevada Corporation
James L. Moyle and Nancy Jane Moyle
President Secretary/Treasurer
Case number 33-006-528584026, and identified as follows:

TABLE I

Instrument	Executed	Principal Amount	Unpaid on Date Hereof		Int. Rate	Ins. Chg. Rate
			Principal	Accrued Interest		
Promissory Note	12/16/92	101,367.73	78,461.31	9,689.05	5.00	
Promissory Note	12/16/92	70,693.96	54,154.84	10,501.33	7.75	
Promissory Note	12/16/92	51,271.88	12,811.04	2,705.98	7.75	
Promissory Note	12/16/92	36,603.98	33,538.78	2,542.28	7.75	

BECAUSE in connection with such loan(s) the following-described security instrument(s) were taken on property described therein and located in _____ County, State of _____

TABLE II

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
Deed of Trust	12/29/99	Eureka County Recorder	332	149

Public reporting for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Project, (0575-0086), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.

6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

Dusty L. Moyle (Borrower)

(Co-Borrower)

Cathy Yardley
Cathy Yardley
Farm Loan Officer
(Title)

2002 Idaho Street
Elko, NV 89801

(Office Address)

BOOK 332 PAGE 157
U.S.G.P.O. 1994

*U.S.GPO:1994-558-520

43400

THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government or to the order of the insured lender through the Government if and when an insured lender is the holder of said debt instrument(s), at the office of the Farmers Home Administration shown below, the amounts, and at the times, specified in the following subparagraph (a) or (b) designated by an X in the appropriate block:

(a) ☒ THE SUM OF Two Hundred Thousand and ----- 00/100 dollars
(\$ 200,000.00), plus INTEREST on the UNPAID PRINCIPAL at the rate of six and one half PERCENT
(6.500 %) PER ANNUM, in Annual installments as follows:
\$ 14,140.00 on January 1 19 2001,
and \$ 14,140.00 thereafter on the January 1 of each YEAR
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced
hereby, if not sooner paid, shall be due and PAYABLE Forty (40) YEARS
from the DATE of this assumption agreement.

(b) ☐ Of the entire unpaid indebtedness under said debt and security instrument(s), the sum of _____
dollars (\$ _____) principal, with interest thereon at the
rate of _____ percent per annum from the date hereof, plus _____
dollars (\$ _____) accrued interest as of the date hereof, without interest thereon, which accrued interest
is included to the first installment written below. The principal and interest shall be due and payable as follows:
\$ _____ on _____, 19____ \$ _____ on _____, 19____ \$ _____ on _____, 19____
\$ _____ on _____, 19____ \$ _____ on _____, 19____ \$ _____ on _____, 19____
\$ _____ on _____, 19____ \$ _____ on _____, 19____ \$ _____ on _____, 19____
\$ _____ on _____, 19____ \$ _____ on _____, 19____ \$ _____ on _____, 19____
\$ _____ on _____, 19____ \$ _____ on _____, 19____ \$ _____ on _____, 19____
and \$ _____ thereafter on January 1st of each year until the indebtedness hereby assumed is paid
except that the final installment of the entire indebtedness evidenced hereby, if not sooner, shall be due and payable on or before,
_____, 19____.

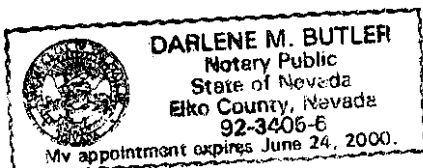
2. Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

3. If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written notice to the borrower's last known address.

4. The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obligations of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Government an insurance charge in addition to interest, if as provided in such instrument(s). Any provisions of the debt and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

STATE OF NEVADA)
)
COUNTY OF Elko)

On this 27 day of December, 1999, before me,
a Notary Public, appeared Dusty L. Moyle,
personally known or proved to me to be the person(s) whose name(s)
are/is subscribed to the above instrument who acknowledged that
s/he executed the instrument.



Darlene M. Butler
NOTARY PUBLIC

BOOK 332 PAGE 156
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title Co.
99 DEC 29 AM 10:23

EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES 10.00

173709

BOOK 332 PAGE 159