

Official RecordRecording requested By
NEVADA LAND & RESOURCE CO LLC

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$17.00

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RPTT:

Recorded By: FES

Book- 0484 Page- 0368

MAIL TAX STATEMENT AND
WHEN RECORDED RETURN TO:
RNSA Lands, LLC
6609 W Brookhart Way
Phoenix, AZ 85083



0213016

APN: 04-290-10**Assignment and Assumption Agreement**

This Assignment and Assumption Agreement is dated this 6th day of Nov, 2008 by and between **RAMARAO BADIREDDI AND NAGESWARI BADIREDDI**, husband and wife as joint tenants with right of survivorship, whose address is 2711 Grand Ridge Circle Aurora, Illinois 60503 ("BADIREDDI") and **RNSA LANDS, LLC**, a Arizona limited liability company whose address is W Brookhart Way, Phoenix, AZ 85083 ("RNSA").

Recitals:

1. On March 26, 2007, BADIREDDI and Nevada Land and Resource Company, LLC ("NLRC") entered into a Promissory Note, secured by a Deed of Trust that was recorded at the office of the Eureka County Recorder on March 30, 2007 as document number 208292.
2. BADIREDDI desires to assign all of its rights, title and interest together with all obligations to RNSA and RNSA desires to assume all of the obligations as if RNSA were the original Maker and Trustor in the above referenced documents.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged by BADIREDDI, the parties agree as follows:

1. **Assignment.** BADIREDDI does hereby assign all of their right, title and interest to RNSA who accepts such assignment and the parties agree that hereafter, BADIREDDI shall

no longer have any interest, claim, right, title or expectations in the Promissory Note/Deed of Trust or underlying real property and appurtenant rights thereto.

2. **Assumption.** RNSA does hereby agree and warrant that RNSA is assuming all, every and each of the covenants, warranties and promises contained in the Promissory Note and Deed of Trust set forth above. RNSA does further acknowledge and expressly warrant to NLRC that they have read the Purchase and Sale Agreement, the Promissory Note and the Deed of Trust for the underlying real property which is the subject of the above-referenced documents and that each acknowledges that each, every and all of the warranties, disclaimers, admonitions and disclosures set forth therein.

3. **Access to Counsel.** The parties hereto have been advised to seek the advice of counsel independent of NLRC. NLRC is undertaking this Assignment and Assumption Agreement purely as an accommodation to BADIREDDI and RNSA.

4. **Costs.** BADIREDDI & RNSA hereto agree to pay any and all costs associated with the redrafting of documents, the issuance of title policy endorsement, recording costs, reconveyance costs and any other related costs of this transaction.

5. **Hold Harmless.** BADIREDDI and RNSA hereby agree to pay, indemnify, defend and hold NLRC harmless against any and all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.

6. **Attorney's Fees.** In the event of any action or proceeding, including an arbitration brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.

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7. **Counterpart.** This Agreement and any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this Agreement have been signed by each Party and delivered to the other Parties.

IN WITNESS WHEREOF, BADIREDDI and RNSA have fully executed this Agreement as of the date first above written.

RAMARO BADIREDDI

By: [Signature]

RNSA LANDS. LLC

By: [Signature]

NAGESWARI BADIREDDI

By: B. Nageswari

STATE OF ILLINOIS)
COUNTY OF DUKE) ss.

This instrument was acknowledged before me on this 6th day of Nov 2008, by Ramaro Badireddi.

[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF DUKE) ss.

This instrument was acknowledged before me on this 6th day of Nov 2008, by Nageswari Badireddi.

[Signature]
Notary Public

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on this 17 day of Nov,
2008, by VenKata Tayi who acknowledged to me that he/she is the
owner of RNSA Lands, LLC.

Gina Rauber
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____,
2008, by _____ who acknowledged to me that he/she is the
_____ of RNSA Lands, LLC.

Notary Public