***ASSUMPTION AGREEMENT***

This Agreement made this day of , 20\_\_ by and between (Seller); (Purchaser); and (Noteholder).

WHEREAS, Seller executed a Deferred Purchase Non-Negotiable Installment Note dated , 20\_\_ in the principal amount of $ payable to (hereinafter referred to as the "Note"); and

WHEREAS, on the date of the execution of this Assumption Agreement, Seller has conveyed its business located at to Purchaser, a portion of the consideration for which is the assumption of said Note by Purchaser; and

WHEREAS, Noteholder is agreeable to said assumption of the Note by Purchaser on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The sum of $ plus interest at $ per day from , 20\_\_ to the date of the assumption herein representing outstanding interest due under the Note from , 20\_\_ shall be paid to from the proceeds of sale due it at settlement.

2. The sum of $ representing the outstanding balance required to pay down the principal balance to $ shall be paid to Noteholder from the proceeds of sale at settlement.

3. Purchaser will commence making monthly payments of principal and interest in the amount of $ commencing on the day of , 20\_\_ and on the day of each successive month thereafter until and including , 20\_\_ at which time this note shall be paid in full. All payments shall be sent to Noteholder at:

4. Seller will remain liable under the terms of the Note. shall remain as personal guarantors under the note as provided for in the Assumption Agreement of , 20\_\_.

5. Purchaser agrees to pay the remaining principal balance plus interest as set forth in the Note pursuant to the terms of said Note.

6. Any notice to Purchaser shall be sent to in accordance with the terms of the Note.

7. Other than that specifically set forth above, all remaining terms and provisions of the Note and the Assumption Agreement of , 20\_\_ remain in full force and effect.

WITNESS the following signatures and seals:

PURCHASER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

SELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

GUARANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

NOTEHOLDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date