

DOC # 809426
09/20/2012 11:19AM Deputy: AR
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$41.00
BK-912 PG-4621 RPTT: 0.00



APN#: 1220-04-112-032

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 052183-MHK

When Recorded Mail To:
GMAC Mortgage, LLC
Assumption Department
3451 Hammond Avenue
Waterloo, IA
50702

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature Mary Kelsh
Mary Kelsh Escrow Officer

Assumption of Liability Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
GMAC Mortgage, LLC
Assumption Department
3451 Hammond Avenue
Waterloo, IA 50702
Prepared by: Lori Ganske

[Space Above This Line For Recording Data]

ASSUMPTION OF LIABILITY AGREEMENT

This agreement is effective the 1st day of October 2012, entered into by Katie Frayo hereinafter referred to as "purchaser", with GMAC Mortgage, LLC hereinafter referred to as "mortgagee",

Whereas, mortgagee is the owner and/or servicer of that certain note executed by Andrew Frayo and Katie Smith, hereinafter referred to as "mortgagor", dated April 21, 2003, in the amount of \$100,300.00, payable to Homecomings Financial Network, Inc., hereinafter referred to as "Lender" and the real estate mortgage securing said note of even date therewith. Which mortgage was filed for record in the office of the recorder of Douglas County, State of Nevada, on May 1, 2003, as Document No. 0575296; in Book 0503, at Page 448, and covering the described real property as follows:

1321 Kingslane Court
Gardnerville, Nevada 89410
(Property Address)

LOT 58, AS SHOWN ON THE MAP OF KINGSLANE, UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 20, 1971, AS DOCUMENT NO. 55958.

Whereas, the premises described in the aforesaid mortgage have been sold and conveyed to said purchaser;

Now, therefore, in consideration of these premises, the sale of said mortgage property and other good and valuable consideration, purchaser hereby jointly and severally personally assumes and agrees to pay the indebtedness evidenced by the above described mortgage note and all indebtedness due or to become due there under and under the terms of the said mortgage and mortgage note, to holder or holders thereof, and to carry out and perform all the terms and conditions of the said mortgage and mortgage note as therein provided.

Purchaser agrees that any release of prior mortgagors and obligors shall not in any manner affect or impair the indebtedness evidenced by the above described note, the lien of the above described mortgage or the covenants, agreements and obligations set forth in said mortgage and note, or affect, alter or diminish the remedies at law or in equity for recovery on said security, whether as collateral or otherwise.



Purchaser further agrees that notwithstanding any release of prior mortgagors and obligors, purchaser, and each of them, shall be liable to pay the indebtedness evidenced by the aforesaid mortgage note and shall keep and perform all of the covenants and agreements contained in the aforesaid mortgage. Purchaser acknowledges that future assumptions of this mortgage may be restricted in accordance to the terms of the original mortgage. More specifically, the mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his assignee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor or purchaser, without first obtaining the prior written consent as may be required by the mortgage and/or any riders thereof.

9-13-12

Date

Katie Frayo
Katie Frayo - Purchaser

State of NEVADA)
County of DOUGLAS) SS:

On this 13th day of September, 2012, before a notary public in and for the said county, personally appeared Katie Frayo to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires: 8-3-16

Jodi O. Stovall
Notary Public

