

APN#: 1220-22-410-175

Recording Requested By:

Western Title Company, LLC

Escrow No.: 094984-ARJ

When Recorded Mail To:

Greater Nevada Mortgage

Attn: Mortgage Servicing

Department

4070 Silver Sage Drive

Carson City, NV 89701

Mail Tax Statements to: (deeds only)

(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 _____

Laaha Hill

Laaha Hill

[Signature]

Escrow Assistant

Agreement for Assumption of Note

**This is being Re-Recording to correct the
Deed of Trust Document Number.**

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

When recorded, return to:

Greater Nevada Mortgage
Mortgage Servicing Department
4070 Silver Sage Drive
Carson City, NV 89701

AGREEMENT FOR ASSUMPTION OF NOTE

This Agreement for Assumption of Note (hereinafter "Agreement") is made this 5th day of March, 2018, by and between Greater Nevada LLC (hereinafter "GNM"), and Carolyn S. Davis, an unmarried woman (hereinafter "Owner"). GNM and Owner are each referred to as a Party and collectively as the Parties.

Recitals

A. On or about October 24, 2012, Raymond J. Curtis (hereinafter "Borrower") received a mortgage loan from Greater Nevada Mortgage previously Greater Nevada Mortgage Services (hereinafter "GNM"). In connection with the mortgage loan Borrower executed and delivered to GNM a promissory note in the amount of \$131,100.00 (hereinafter "Note"). As of the date of this Agreement the balance due on the Note is \$116,897.69.

B. The Note is secured by a Deed of Trust (hereinafter "Deed of Trust") on that certain real property and improvements located at 1410 Sally Lane, Gardnerville, Nevada 89460, Assessor's Parcel Number 1220-22-410-175 (hereinafter the "Property").

C. The Deed of Trust was recorded October 31, 2012, in the Official Records of the Douglas County Recorder as Document No. 812050

D. Borrower's interest in the Property has been conveyed to Owner by Deed dated March 1, 2018 recorded in the Official Records of the Douglas County Recorder on March 6, 2018, as Document No. 2018-911182. A true and correct copy of the Deed is attached as Exhibit 1.

E. In consideration of the execution of this Agreement by GNM, Owner desires to assume all obligations under the Note including but not limited to the full payment of the Note.

DOUGLAS COUNTY, NV

Rec: \$35.00

\$35.00

Pgs=9

ETRCO

KAREN ELLISON, RECORDER

2018-911194

03/06/2018 02:18 PM

APN# : 1220-22-410-175

Recording Requested By:
Western Title Company, LLC

Escrow No.: 094984-ARJ

When Recorded Mail To:

Greater Nevada Mortgage

Attn: Mortgage Servicing
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4070 Silver Sage Drive

Carson City, NV 89701

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(Per NRS 239B.030)

Signature _____

Maeha P. Hill

Maeha Hill

Karen Ellison

Escrow Assistant

Agreement for Assumption of Note

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(additional recording fee applies)

APN#: 1220-22-410-175

Recording Requested By:
Western Title Company, LLC
Escrow No.: 094984-ARJ

When Recorded Mail To:
Greater Nevada Mortgage
Attn: Mortgage Servicing
Department
4070 Silver Sage Drive
Carson City, NV 89701

Recorded Electronically
ID 2018-911198
County Douglas County
Date 2/16/18 Time 2:18pm
Simplifile.com 800.460.5657

Mail Tax Statements to: (deeds only)

(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

Jacha Hill

Jacha Hill

[Signature]

Escrow Assistant

Agreement for Assumption of Note

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4070 Silver Sage Drive
Carson City, NV 89701

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B. The Note is secured by a Deed of Trust (hereinafter "Deed of Trust") on that certain real property and improvements located at 1410 Sally Lane, Gardnerville, Nevada 89460, Assessor's Parcel Number 1220-22-410-175 (hereinafter the "Property").

C. The Deed of Trust was recorded October 31, 2012, in the Official Records of the Douglas County Recorder as Document No. 821050

D. Borrower's interest in the Property has been conveyed to Owner by Deed dated March 1, 2018 recorded in the Official Records of the Douglas County Recorder on March 6, 2018, as Document No. 2018-911182 A true and correct copy of the Deed is attached as Exhibit 1.

E. In consideration of the execution of this Agreement by GNM, Owner desires to assume all obligations under the Note including but not limited to the full payment of the Note.

NOW, THEREFORE, in consideration of the promises and obligations herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Assumption of Note.** Owner hereby covenants, promises and agrees: (a) to pay said Note at the times, in the manner and in all respects as therein provided; (b) to perform each and all of the covenants, agreements and obligations in said Note and Deed of Trust to be performed by the Borrower/Grantor therein, at the time, in the manner and in all respects as therein provided; and (c) to be bound by each and all of the terms and provisions of said Note and the Deed of Trust as though said Note and Deed of Trust had originally been made, executed and delivered by Owner, this agreement recognizing, however, the reduction if any, of the principal amount of said Note and the payment of interest thereon to the extent of payments made by the Borrower and/or Owner prior to the date of this Agreement.

2. **No Impairment of Lien.** The Property as described in said Deed of Trust shall remain in all respects subject to the lien charge or encumbrance of said Deed of Trust and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by said Deed of Trust, or the priority thereof over other liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any Party or Parties whomsoever who may now or hereafter be liable under or on account of said Note and/or Deed of Trust; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security or instrument, if any, held by GNM as security for or evidence of the aforesaid indebtedness.

3. **Owner's Representations and Acknowledgments.** Owner represents and acknowledges the following:

- a) All the rights and remedies, stipulations and conditions contained in the Note and Deed of Trust relating to default in the making of payments under the Note shall also apply to Owner in the event he/she/they fail to make the payments when due or otherwise fail to comply with the terms, provisions and obligations in the Note and Deed of Trust.
- b) All covenants, agreements, stipulations and conditions in the Note and Deed of Trust shall be and remain in full force and

effect, except as herein modified, and none of the Owner's obligations or liabilities under the Note and Deed of Trust shall be diminished or released by any provision hereof, nor shall this Agreement in any way impair, diminish, or affect any of GNM's rights under or remedies on the Note and Deed of Trust whether such rights or remedies arise thereunder or by operation of law. Also, the rights of recourse to which GNM is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Deed of Trust are expressly reserved by GNM.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Deed of Trust.
- d) All costs and expenses incurred by GNM in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Owner and shall be secured by the Deed of Trust, unless stipulated otherwise by GNM.
- e) Owner agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
- f) Owner has read this Agreement and has consulted with, or had the opportunity to consult with an attorney.
- g) GNM has made no representations to Owner concerning the condition or market value of the Property. Owner has independently investigated or had the opportunity to investigate the condition of the Property and its market value. Owner understands that the principal balance of \$117,135.92 due under the Note, may exceed the current market value of the Property. GNM specifically disclaims all representations concerning the condition of the Property and/or the market value of the Property, if any.

6. **General.**

- a) This Agreement shall inure to and for the benefit of and be binding upon each Party's respective parent, subsidiary or affiliated organizations, accountants, administrators, agents, attorneys, beneficiaries, conservators, directors, employees, executors, guardians, heirs, independent contractors, members, officers, partners, predecessors, representatives, servants, successors, and all others acting for, under, or in concert, past, present and future.
- b) This Agreement contains the entire agreement between the Parties and constitutes an integration of the entire agreement, contract and understanding of the Parties. All prior agreements, conditions, contracts, covenants, promises, representations, understandings or warranties, whether oral or written, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect.
- c) This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the Parties.
- d) If, after the execution of this Agreement, a Party or Parties brings an action to enforce or interpret it, the prevailing Party or Parties in said litigation shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and expenses incurred in the prosecution or defense of said litigation.
- e) This Agreement shall be construed, enforced and interpreted pursuant to the substantive law of the State of Nevada. The Parties consent, agree and stipulate that in any dispute arising under or pertaining to this Agreement jurisdiction and venue will lie solely in the First Judicial District Court in and for Carson City, Nevada.
- f) As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the Party drafting it but shall be construed fairly and equitably as though it was the joint product of the Parties. If any paragraph, sentence, clause or phrase hereof shall become illegal, null or void, or against public policy, the remaining paragraphs, sentences, clauses or phrases hereof shall not be affected thereby and the Parties

shall negotiate an equitable adjustment of the affected provision with a view toward affecting the purpose of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first written above.

DATED: 3.5.18

OWNER: *Carolyn S. Davis*
Carolyn Davis
S.

STATE OF NEVADA)
) ss.
COUNTY OF Douglas

SUBSCRIBED and SWORN to before me
this 5th day of March, 2018 By: Carolyn S. Davis

Anu Jansse
Notary Public

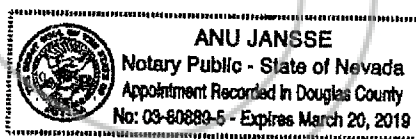


EXHIBIT 1

APN#: 1220-22-410-175
RPTT: \$0.00 Exempt #6

DOUGLAS COUNTY, NV	2018-911182
RPTT:\$0.00 Rec:\$35.00	
\$35.00 Pgs=3	03/06/2018 01:03 PM
ETRCO	
KAREN ELLISON, RECORDER	E06

Recording Requested By:
Western Title Company
Escrow No.: 094984-ARJ

When Recorded Mail To:
Carolyn S. Davis
1410 Sally Lane
Gardnerville, NV 89460

Mail Tax Statements to: (deeds only)
Same as Above

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 _____
Ann Jansse Escrow Officer

Grant, Bargain, and Sale Deed

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(additional recording fee applies)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Raymond J. Curtis, an unmarried man who acquired title as Raymond J. Curtis, a married man as his sole and separate property

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Carolyn S. Davis, an unmarried woman

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Gardnerville, County of Douglas State of Nevada bounded and described as follows:

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 826 of GARDNERVILLE RANCHOS UNIT NO. 7, according to the official map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 03/01/2018

Raymond J Curtis
Raymond J. Curtis

STATE OF Nevada } ss

COUNTY OF Douglas

This instrument was acknowledged before me on

3/5/18

By Raymond J. Curtis.

Anu Jansse
Notary Public

