DOUGLAS COUNTY, NV

2019-926828

Rec:\$35.00

\$35.00 Pgs=6 03/19/2019 11:24 AM

STEWART TITLE COMPANY - ST. LOUIS DEFAULT

KAREN ELLISON, RECORDER

Request by and after recording Return to: Stewart Title Company Default Post Closing - FNMA 500 N. Broadway - Ste. 900 St. Louis, MO 63102

MIN: 1000536 0131584842 3

MERS Phone 1-888-679-6377

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

m 2019 by and between Mander") and JUSTIN M MERMOD, 2019, or the date down This Assumption Agreement (The "Agreement") is made this John day of COLLEEN LOUISE MERMOD (the "Buyers") and Wells Fargo Bank. N.A., (the "Kent COLLEEN L MERMOD (the "Sellers") to be effective John day of Helway, Lorecorded, whichever is applicable.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by JUSTIN M MERMOD, COLLEEN L MERMOD (the "Sellers") and dated the 13th day of April, 2017, in the original principal amount of two hundred twenty-nine thousand six hundred dollars and zero cents Dollars (\$229,600.00).

The Note is secured by a first security instrument executed by the Sellers and dated April 13, 2017, on certain real property located in Douglas, Nevada, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO

which Security Instrument was duly recorded/filed on April 17, 2017, in the office of the County Recorder in and for Douglas, Nevada as INSTRUMENT NUMBER: 2017-897282.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument,

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

- 1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
- 2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.

- available with regard to the enforcement and validity of these documents.

 The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.

 This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.

 On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.

 Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
- The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

In witness whereof, Buyers and Sellers have executed this Agreement. Sellers Buyers

	Caller raise Memod
JUSTEN MERMOD SIS	COLLEEN LOUISE MERMOD
(oblin 1 Memeel	
COLLEEN L MERMOD	N/A
	\ \
boms Minital Trans	N/A
	\ \
N/A	N/A
STATE OF Nevada }	
COUNTY OF Douglas } s. s.	
On Feb 25, 2019 before me, College Li	mer mod personally appeared
the basis of satisfactory evidence) to be the person acknowledged to me that he/she/they executed the	personally known to me (or proved to me on u(s) whose name(s) is/are subscribed to the within instrument and same in his/her/their authorized capacity(ies), and that by his/her or the entity upon behalf of the person(s) acted, executed the
WITNESS my hand and official seal.	100000000000000000000000000000000000000
Signature:	STEVEN A. BRITTAIN
My Commission Expires: 12/26/201951	Notery Public-State of Nevada Appointment No. 18-4380-2
STATE OF 3	My Appointment Expires 12/28/2022
COUNTY OF S. S.	Salara Salar
On before me,	personally appeared
	
WITNESS my hand and official seal.	
Signature:	_ \ \ \ ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
My Commission Expires:	
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NEVADA INDIVIDUAL ACKNOWLEDGMENT NRS 240.166 State of Nevada County of Douglas This instrument was acknowledged before me Colleen C. Nlermod (.) Name of Signer No. 1 (and Name of Signer No. 2 (if any) otary Public-State of Nevada ppointment No. 18-4380-2 ly Appointment Expires 12/28/2022 Signature of Notary Public Place Notary Seal and/or Stamp Above OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document:

_____ Number of Pages: ____

©2017 National Notary Association

Signer(s) Other Than Named Above: _

Document Date: __

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of	
On Julius 38, 3019 before me, Lisa M. Sisk, Notary Public,	
personally appeared <u>Justin M. Mermod</u>	
who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Signature of Notary Public) Place Notary Seal Above	
OPTIONAL	
Though the information below is not required by law, it may prove valuable to person(s) relying on the document and could prevent fraudulent removal and reattachment of this form to another document.	
Description of Attached Document Title or Type of Document: Assumption Agnst W Release of Liability	
Document Date: Number of Pages:	
Signer(s) Other Than Named Above: Colleen Louise Mermod	

WELLS FARGO BANK N.A.

Hecker J Flores, Wells Fargo Bank. N.A.,

VP of Loan Documentation

Mortgage Electronic Registration Systems, Inc., Nominee for Lender

W

Hecker J Flores,

Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

STATE OF TEXAS

COUNTY OF

On this date of 1/13/2019, before me, a Notary Public, in and for said County and State, personally appeared Hector J Flores to me personally known, who being by me duly sworm did say that they are the VP of Loan Documentation of Mortgage Electronic Registration Systems, Inc., Nominee for Lender of the corporation named in the foregoing instrument, and Hector J Flores as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said Hector J Flores acknowledged said instrument to be the free act and deed of said corporation.

CAROL LYNNE SPRINGSTEEN, Notary Public Commission Expires: July 23, 2021

This instrument was drafted by: ARIEL CASTORENA

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A. 2701 Wells Fargo Way Minneapolis, MN 55408 MACN9408-053

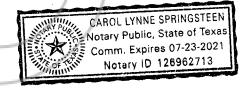


EXHIBIT A

property located in the COUNTY [Type of Recording Jurisdiction] of DOUGLAS:

LOT 15 OF GARDNERVILLE RANCHOS UNIT NO. 6, ACCORDING TO THE MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 29, 1973, IN BOOK 573, PAGE 1026, AS FILE NO. 66512.

which currently has the address of 733 LASSEN WAY, GARDNERVILLE, Nevada 89460-8123 ("Property Address"):

