**DOUGLAS COUNTY, NV** 

2019-926850

Rec:\$35.00

\$35.00 Pas=8

03/19/2019 03:31 PM

SERVICELINK LOAN MODIFICATION

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1220-16-310-031

Recording Requested By and Return To: GUILD MORTGAGE COMPANY Attention: Assumption Department 5898 Copley Drive 4<sup>TH</sup> Floor San Diego, CA 92111

Party requesting recording and return: GUILD MORTGAGE COMPANY Attention: Assumption Department 5898 Copley Drive, 4<sup>th</sup> Floor San Diego, CA 92111

Loan No: 156-2010046

Data ID: 958

## ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

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MIN: 100019915620100467 (6377) MERS Phone: 1-888-679-MERS (6377)

This agreement made this February 19, 2019, between DAVID A. FLINT, A MARRIED MAN, whose address is P.O. Box 451, Ronan, MT 59864 (the "Transferor"); JANICE FLINT, A MARRIED WOMAN, DEALING WITH HER SOLE AND SEPARATE PROPERTY, whose address is 1277 Redwood Circle Unit 7, Gardnerville, NV 89460 (the "Transferee"); and GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, 5898 Copley Drive 4<sup>TH</sup> FL, San Diego, CA 92111 (the "Lender") and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS (the "Beneficiary");

### WITNESSETH:

#### WHEREAS:

A Note in the principal sum of \$93,600.00 was executed by JANICE FLINT AND DAVID A. FLINT ("Original Obligor(s)") on November 8, 2016, and delivered unto GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note, and

A Deed of Trust ("Security Instrument") was also executed, acknowledged, and delivered to Beneficiary of even date therewith, which Security Instrument was recorded in DOUGLAS COUNTY DOC #2016-890479 of the Official Records of the County Recorder's or Clerk's Office of DOUGLAS COUNTY, NEVADA, and which Security Instrument covered the premises described as follows:

# SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Lender is the holder of the Note and Beneficiary, acting as nominee for Lender, is the holder of the Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Note and assume the terms of the Security Instrument; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

- 1. Lender and Beneficiary agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.
- 2. Lender unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.
- 3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Note which has a current principal balance of \$89,866.34, together with interest thereon at the present rate of 3.875% per annum, in equal monthly installments of \$440.14, including interest, on the first day of each month beginning March 1, 2019, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on December 1, 2046. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Note or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender as escrow deposits for the purposes of applications to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Lender. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making deposits for such purposes if required by the Note and Security Instrument.

- 5. Lender and Beneficiary do hereby relieve and release one of the Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Security Instrument.
- 6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.
- 7. Except as modified by this Agreement, all provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.
- 8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors, and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

Data ID: 958 Loan No: 2010046 Transferor: TRANSFEROR / SELLER'S ACKNOWLEDGMENT State of Montana County of Lalu This instrument was acknowledged before me on \_ by DAVID A. FLINT Signature of Notarial Officer CHRIS JACKSON NOTARY PUBLIC for the Name (Typed, Stamped or Printed) State of Montana Residing at Ronan, Montana My Commission Expires
July 02, 2022 Title or Rank Residing at \_ My Commission Expires: \_ (Seal)

Loan No: 156-2010046  Transferee:	Data ID: 958  Janice Flint Buyer
TRANSFEREE / BUYE	R'S ACKNOWLEDGMENT
State of Nevada  County of Description  The foregoing instrument was acknowledged to JANICE FLINT  SHERRY WHITNEY Notary Public, State of Nevada Appointment No. 17-1428-5 My Appt. Expires Feb 23, 2021  (Seal)	§ 3/n 7/16

Lender:

Guild Mortgage Company, a California Corporation

Jessica Lam Assistant Vice President

MARIA THERESA SISON Notary Public - California San Diego County

Commission # 2225097 My Comm. Expires Dec 11, 2021

### LENDER'S 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 San Diego MAR I 2 2019	§
On	_ before me, Maria Theresa Sison, Notary Public, personally appeared Jessica Lam
who proved to me on the	basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrumer	it 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(e) 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 fand and official seal.

Signature Maria Theresa Sison

My commission expires: 12/11/2021

Beneficiary:

Mortgage Electronic Registration Systems, Inc. as nominee for Guild Mortgage Company, a California Corporation, its successors and assigns

Bernis Gonyea, Assistant Secretary

### BENEFICIARY'S 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 San Diego

On MAR 1 2 2019 before me, Maria Theresa Sison, Notary Public, personally appeared Bernis Gonyea, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/arc 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 \\_\

Maria Theresa Sison

My commission expires: 12/11/2021

My Co

MARIA THERESA SISON Notary Public – California San Diego County Commission # 2225097 My Comm. Expires Dec 11, 2021

Borrower: JANICE FLINT

Property Address: 1277 REDWOOD CIRCLE UNIT 7, GARDNERVILLE, NV 89460

### LEGAL DESCRIPTION

LOT 31, IN BUILDING D, AS SET FORTH ON THE MAP OF SEQUOIA VILLAGE TOWNHOUSES-1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 14, 1979, AS DOCUMENT NO. 38712, AND AS CORRECTED BY CERTIFICATE OF AMENDMENT RECORDED JULY 15, 1980, AS DOCUMENT NO. 46136. APN: 1220-16-310-031

