

DOUGLAS COUNTY, NV

2023-998371

Rec:\$40.00

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07/11/2023 08:39 AM

SERVICELINK EAST ESCROW

SHAWNYNE GARREN, RECORDER

~~Return To:~~
~~PennyMac Loan Services, LLC~~
~~Attn: Qualified Assumptions~~
~~6101 Condor Drive~~
~~Moorpark, CA 93021~~

This document was prepared by: Yesenia Bernal
PennyMac Loan Services, LLC
6101 Condor Drive
Moorpark, CA 93021

[Space Above This Line For Recording Date]

Loan No: 8015687985

MIN No: 100070202000861125

Case #: 331-1828283-703

Record and Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of May 26, 2023 by and among Jessica Brown ("Released Party"), Finn Waldron Orwig aka Finn W Orwig aka Finn Orwig ("Retaining Borrower"), (collectively, Retaining Borrower and Released Borrower, shall be known as the "Borrowers"), and PennyMac Loan Services, LLC ("PennyMac").

RECITALS:

A. PennyMac is the holder of that certain Note the ("Note"), dated September 13, 2017 in the original principal amount of \$350,533.00 made by the Borrowers to MERS, Inc., as nominee for Finance of America Mortgage LLC ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to the Borrowers. To secure the repayment of the Note, the Borrowers also executed and delivered a Mortgage/Deed of Trust (the "Security Instrument"), dated September 13, 2017 recorded on September 15, 2017 in Book 2017 at Page 2017-904109, Instrument / Case No. N/A in the official records of Douglas County, NV, having an address of 1367 Kim Place, Minden, NV 89423 granting a lien on the property described in the Security Instrument (the "Property"). The Borrowers are liable for the payment and performance of all of Borrowers' obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan, (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to PennyMac. The current servicer of the Loan is PennyMac.

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: DaJuan Hawkins
NMLS ID: 1997074

B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.

C. PennyMac has been asked to consent to the release of the Released Borrower's ownership interest in the Property to the Retaining Party (the "Transfer") and recognize the Retaining Borrower as the sole obligor of the obligations of the Borrowers, as well as a release of liability under the Note on the part of the Released Borrower.

D. PennyMac has agreed to consent subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and PennyMac agree as follows:

1. Retaining Borrower of Sole Liability for the Note. The Retaining Borrower accepts sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and acknowledges that the Retaining Borrower accepts all of the obligations of the Borrowers under the Loan Documents, subject to the terms and conditions set forth in this Agreement. PennyMac's consent to the Transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.
3. Release of Released Borrower. PennyMac hereby releases Jessica Brown, the Released Borrower, from all of its obligations under the Loan Documents.
4. Real Property Records. The Borrowers are responsible for maintaining and updating the real property records of the County in which the Property is located to reflect the current ownership of the Property. The Borrowers acknowledge the failure to update real property records may result in the Released Borrower continuing to be identified as an owner or debtor in public records, which may have adverse consequences to the Released Borrower.

Lender: PennyMac Loan Services, LLC

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5. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located without regard to its conflicts of law principles.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. However, the signature of the Released borrower will no longer be necessary for any change or modification of the underlying Loan or Security Instrument.

(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: DaJuan Hawkins

NMLS ID: 1997074

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RETAINING BORROWER:

[Signature] AKA [Signature] AKA [Signature] (Signature)

Name: Finn Waldron Orwig aka Finn W Orwig aka Finn Orwig

Date: 5/26/2023

STATE OF Nevada

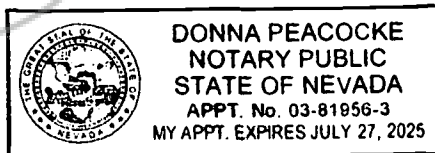
COUNTY OF Douglas

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May, 2023, within my jurisdiction, the within named X Finn Waldron Orwig aka Finn W. Orwig aka Finn Orwig who acknowledged that he/she they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 26 DAY OF May, 2023.

Donna Peacocke

NOTARY PUBLIC



Donna Peacocke

My Commission Expires: 07/27/2025

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: DaJuan Hawkins
NMLS ID: 1997074

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RELEASED PARTY:

Jessica Brown (Signature)

Name: Jessica Brown

Date: 5/26/2023

STATE OF Nevada

COUNTY OF Carson City

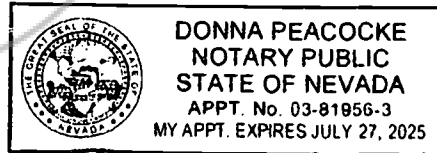
Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May, 2023, within my jurisdiction, the within named * Jessica Brown *

who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 26 DAY OF May, 2023.

Donna Peacocke

NOTARY PUBLIC



Donna Peacocke

My Commission Expires: 07/27/2025

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: DaJuan Hawkins
NMLS ID: 1997074

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PENNYMAC LOAN SERVICES, LLC

By: 

Name: Tabitha Adamson

Title: Assistant Vice President

Date: JUL 05 2023

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of _____, 2023, within my jurisdiction, the within named

_____ who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

SEE ATTACHED

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: DaJuan Hawkins

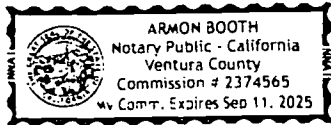
NMLS ID: 1997074

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 Ventura

Subscribed and sworn to (or affirmed) before me on this 5th
day of July, 2023, by Tabitha Adamson

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

LEGAL DESCRIPTION

Tax Id Number(s): N/A

The following described property:

LOT 24, OF SARATOGA HEIGHTS UNIT 1, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 15, 1961, AS DOCUMENT NO. 17827.

Assessor's Parcel No: 1420-28-811-024

Commonly known as: 1367 Kim Place, Minden, NV 89423

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: DaJuan Hawkins
NMLS ID: 1997074