

DOUGLAS COUNTY, NV **2024-1004317**  
Rec:\$40.00  
\$40.00 Pgs=6 01/29/2024 08:40 AM  
SERVICELINK EAST ESCROW  
SHAWNYNE GARREN, RECORDER

Assessor's Parcel No.: 1220-24-501-051

After recording please return to:

~~Nationstar Mortgage LLC dba Mr. Cooper  
2780 Lake Vista Drive  
Lewisville, TX 75067  
Christine Merritt~~

Until a change is requested, all tax statements  
Shall be sent to the following address:  
THERESA M. LARSEN  
1988 Sorrel LN  
Gardnerville, NV 89410

[Space Above This Line For Recording Data]

**LOAN ASSUMPTION AGREEMENT**

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

*2000770950*  
LO Company NMLS ID 2119  
LO NMLS ID 739873  
Loan # 0693751950  
MIN #100853706002549366  
MERS TELEPHONE 1-888-679-6377

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **January 17, 2024**, between **NATHAN NEWTON** ("Seller") and **THERESA M. LARSEN** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for **LOANDEPOT.COM, LLC., SERVICED BY NATIONSTAR MORTGAGE, LLC., DBA MR. COOPER**, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated **May 8, 2021**, in the original principal amount of **\$407,200.00** executed by **THERESA M. LARSEN AND NATHAN NEWTON** ("Maker") payable to the order of **Loandepot.com, LLC.** in accordance with the terms set forth therein. Seller and Borrower acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), in the real property records of **DOUGLAS County/Parish, Nevada** under **Instr. No. 2021-967436 on May 15, 2021**.

Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

**1988 SORREL LN, GARDNERVILLE, NV 89410**  
(Property Address)

and described as:

**Parcel 1:**

A parcel of land being situated in the Northeast 1/4 of Section 24, Township 12 North, Range 20 East, M.D.B. & M., and further being a portion of Lot 9, as shown on the amended plat of **Ruhenstroth Ranchos Subdivision**, filed for record in the office of the County Recorder of Douglas County, Nevada, on **March 11, 1976**, as Document No. **88873**, more particularly described as follows:

**Parcel D**, as set forth on that certain Parcel Map filed for record in the office of the County Recorder of Douglas County, Nevada, on **August 29, 1977**, as Document No. **12399** of **Official Records**.

Multistate Loan Assumption Agreement (Escrow Account Assigned)

**Parcel 2:**

**Together with a road utility easement over and across the Southerly 25 feet of Lot 9, in the herein-above mentioned subdivision, as set forth on that certain Parcel Map filed for record in the Office of the County Recorder of Douglas County, Nevada, on August 29, 1977, as Document No. 12399 of Official Records.**

**APN: 1220-24-501-051**

Borrower is purchasing the above described property from Seller and desires to assume the payment of the Note and be bound by the terms, covenants, conditions and obligations of the Note and Security Instrument. Lender who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same has agreed at the request of the Seller to allow the Borrower's assumption of the balance of the indebtedness and the terms evidenced by the Note and Security Instrument as part of the consideration for the purchase of the property.

For and in consideration of the mutual promises and agreements, the parties hereto agree as follows:

1. **Acknowledgment and Assumption of Unpaid Principal Balance:** Seller and Borrower acknowledge that as of **January 17, 2024**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$385,585.42**. Borrower hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. **\$385,585.42** (the "Principal Balance"), consisting of the unpaid principal balance less any reductions of principal made by Seller, any accrued but unpaid interest, and any additional sums advanced by Lender. Borrower also agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument, as amended herein.

2. **Release of Liability:** Seller does hereby transfer and convey to Borrower all of their right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the above-described Promissory Note and Security Instrument securing same. Lender releases Seller from any and all liability on or under the Promissory Note and Security Instrument securing such debt.

3. **Assumption of Original Terms:** Borrower acknowledges and agrees to the following terms of the Note:

Interest will be charged on the Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of **3.250%** as set forth below. Borrower's interest rate may change in accordance with the terms stated in the Note. The Borrower promises to make initial monthly payments of principal and interest of U.S. **\$1,772.16**, beginning on **February 1, 2024**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **June 1, 2051** ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **2780 Lake Vista Drive, Lewisville, TX 75067**, or at such other place as Lender may require.

4. **Transfer of Escrow Funds to Borrower:** Seller assigns and transfers to Borrower all funds on deposit for payment of taxes, homeowner association dues, insurance premiums and any applicable refunds. Borrower may be required to supplement those funds according to Lender's escrow analysis and applicable law. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to Borrower's benefit.

5. **Waiver of Due-on-Transfer Clause:** In consideration of the assumption of the Note and Security Instrument by Borrower, the Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale and transfer by Seller to Borrower, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers. In addition, Seller hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with the applicable laws of this state, Seller assigns and transfers to Borrower any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Borrower.

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Multistate Loan Assumption Agreement (Escrow Account Assigned)

6. **Loan Documentation:** The provisions of the Note and Security Instrument shall continue in full force and effect, and the Seller and Borrower acknowledge and reaffirm Seller and Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

7. **Miscellaneous:** Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and any other documents executed in connection herewith. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

8. **No Oral Agreements:** The written Loan Agreements represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

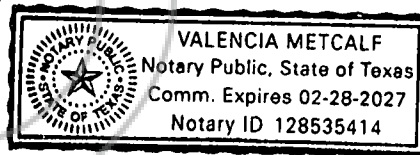
Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By: [Signature]  
Sylvia Ramirez, Vice President

STATE OF Texas  
COUNTY OF Denton

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2024 by Sylvia Ramirez, Vice President of LOANDEPOT.COM, LLC., SERVICED BY NATIONSTAR MORTGAGE, LLC., DBA MR. COOPER on behalf of Mortgage Electronic Registration Systems, Inc. ("MERS").

Notary Public  
Printed Name: Valencia Metcalf  
My commission expires: FEB 28 2027



Multistate Loan Assumption Agreement (Escrow Account Assigned)

**BORROWER(S):**

Theresa M. Larsen 01/17/2024  
Signature Date

**THERESA M. LARSEN**

Mailing address:  
1988 Sorrel LN  
Gardnerville, NV 89410

*[Sign Originals Only]*

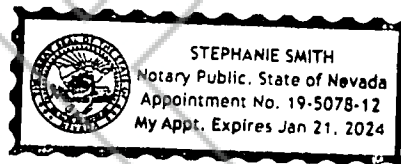
STATE OF NEVADA  
COUNTY OF Douglas

Before me, the undersigned authority, on this day personally appeared **THERESA M. LARSEN**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 17<sup>th</sup> day of January, 2024.

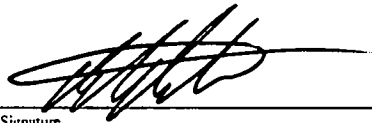
Stephanie Smith  
Notary, State of Nevada

Printed Name: Stephanie Smith  
My Commission Expires: Jan 21, 2024



Multistate Loan Assumption Agreement (Escrow Account Assigned)

SELLER(S):




1/17/2024  
Date

Signature  
**NATHAN NEWTON**  
Mailing address:  
12 Conner Way  
Gardnerville, NV 89410

STATE OF NEVADA  
COUNTY OF Douglas

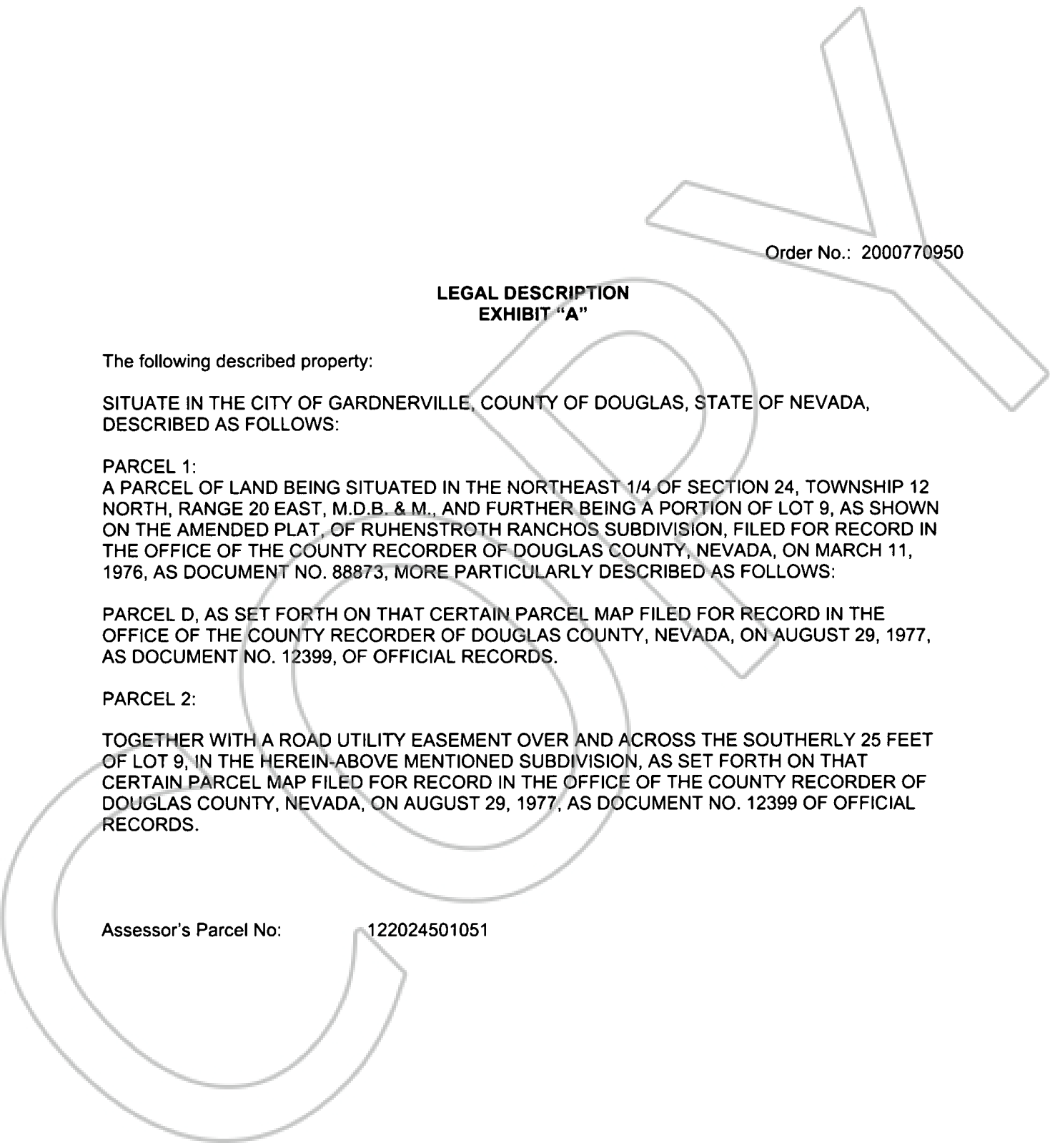
Before me, the undersigned authority, on this day personally appeared **NATHAN NEWTON**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 17<sup>th</sup> day of Jan., 2024.

  
Notary, State of Nevada

Printed Name: Lisa Voelka  
My Commission Expires: 5/31/26





Order No.: 2000770950

**LEGAL DESCRIPTION  
EXHIBIT "A"**

The following described property:

SITUATE IN THE CITY OF GARDNERVILLE, COUNTY OF DOUGLAS, STATE OF NEVADA,  
DESCRIBED AS FOLLOWS:

**PARCEL 1:**

A PARCEL OF LAND BEING SITUATED IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., AND FURTHER BEING A PORTION OF LOT 9, AS SHOWN ON THE AMENDED PLAT, OF RUHENSTROTH RANCHOS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 11, 1976, AS DOCUMENT NO. 88873, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL D, AS SET FORTH ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 29, 1977, AS DOCUMENT NO. 12399, OF OFFICIAL RECORDS.

**PARCEL 2:**

TOGETHER WITH A ROAD UTILITY EASEMENT OVER AND ACROSS THE SOUTHERLY 25 FEET OF LOT 9, IN THE HEREIN-ABOVE MENTIONED SUBDIVISION, AS SET FORTH ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 29, 1977, AS DOCUMENT NO. 12399 OF OFFICIAL RECORDS.

Assessor's Parcel No: 122024501051