

DOUGLAS COUNTY, NV

2024-1011398

Rec:\$40.00

\$40.00 Pgs=12

08/22/2024 01:03 PM

SERVICELINK EAST ESCROW

SHAWNYNE GARREN, RECORDER

I hereby affirm that this document submitted for recording does not contain a social security number.

Signature- Auditor

Printed name & title

Aaron Rhodes

APN: 1319-30-516-004

Recording Requested By: ServiceLink Division

Name: ServiceLink

Address: 1355 Cherrington Parkway

City/State/Zip: Moon Township, PA 15108

Document Title: ~~Deed of Trust~~ ASSUMPTION AND RELEASE AGREEMENT

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from Deed of Trust

Book _____, Page _____, Document # _____, recorded _____ in the Clark County Recorder office.

DOUGLAS

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4.

This cover page must be typed.

NV Affirmation cover Sheet - 2/06

VMP © -368C(NV) (0602)

Return To:

Requested by & Return to:
ServiceLink
1355 Cherrington Pkwy
Moon Twp, PA 15108

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

_____[Space Above This Line For Recording Date]_____

Loan Number 8201024544

MIN No: 1005257-0009130013-6

ASSUMPTION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of August 7, 2024 by and among William R Hughes, ("Released Party"), Alexandra Jane Wotton aka Alexandra Wootton and Jared Failor aka Jared William Failor ("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 February 11, 2022 in the original principal amount of \$647,200.00 made by the Borrowers to MERS, Inc., as nominee for SNAPFI, Inc. ("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 February 11, 2022 recorded on February 17, 2022 as Inst No. 2022-981355, in the official records of Douglas County, NV, having an address of 267 Tramway Dr, Stateline, NV 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 the assumption by the Retaining Borrower as the sole obligee 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. Assumption by the Retaining Borrower of Sole Liability for the Note. The Retaining Borrower hereby assumes sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and to the assumption by the Retaining Borrower of 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 William R Hughes, 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.
5. Financial Information. The Retaining Borrower represents and warrants to PennyMac that all financial information and information regarding the capability of Retaining Borrower provided to PennyMac was true and correct as of the date provided to PennyMac and remains materially true and correct as of the date of this Agreement.
6. 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.

Lender: PennyMac Loan Services, LLC
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NMLS ID: 1997074

(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.

(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] (Signature)

Name: Alexandra Jane Wotton aka Alexandra Wotton

✓ Date 8/7/24 Wootton AW

✓ [Signature] (Signature)

Name: Jared Failor aka Jared William Failor

✓ Date 8/7/24

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this ___ day of _____, 2024, 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 _____, 2024.

NOTARY PUBLIC

**Please See
Attached Certificate**

My Commission Expires: _____

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Alameda

On 08/07/2024 before me, Shelly Raquel Poe, Notary Public
(Here insert name and title of the officer)

personally appeared Jared Failor aka Jared William Failor

who proved to me 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.

Shelly Raquel Poe
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption and Release Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 8/7/24
Loan # 8201024544
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of Alameda

On 08/07/2024 before me, Shelly Raquel Poe, Notary Public
(Here insert name and title of the officer)

personally appeared Alexandra Jane Wotton aka Alexandra Wootton,

who proved to me 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.

Shelly Raquel Poe
 Signature of Notary Public

(Notary Seal)



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<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Assumption & Release Agreement</u> <small>(Title or description of attached document)</small></p> <p>_____</p> <p><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date <u>08/07/24</u></p> <p><u>Loan # 8201024544</u> <small>(Additional information)</small></p>
--

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input checked="" type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____</p> <p><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

RELEASED PARTY:

✓ WR Hughes (Signature)

Name: William R Hughes

✓ Date: ~~8/3/24~~ 8/7/24 WRH

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 2024, 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 _____, 2024.

NOTARY PUBLIC

**Please See
Attached Certificate**

My Commission Expires: _____

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Alameda

On 08/07/2024 before me, Shelly Raquel Poe, Notary Public
(Here insert name and title of the officer)

personally appeared William R. Hughes

who proved to me 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.

Shelly Raquel Poe
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption and Release Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 8/7/24

Loan # 8201024544
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document

PENNYMAC LOAN SERVICES, LLC

By: _____

Name: **Marianne Campbell**
Title: **Vice President**

Date: ~~AUG 1 2 2024~~
AUG 1 2 2024

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of _____, 2024, 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 _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

SEE ATTACHED

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

On 01/21/24 before me, RAYMOND RIVER NAVARRO Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marianne Campbell
Name(s) of Signer(s)

who proved to me 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Marianne Campbell

Corporate Officer — Title(s): VP

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Penny Moore LLC

Service LLC

Signer's Name: _____

Corporate Officer — Title(s): _____

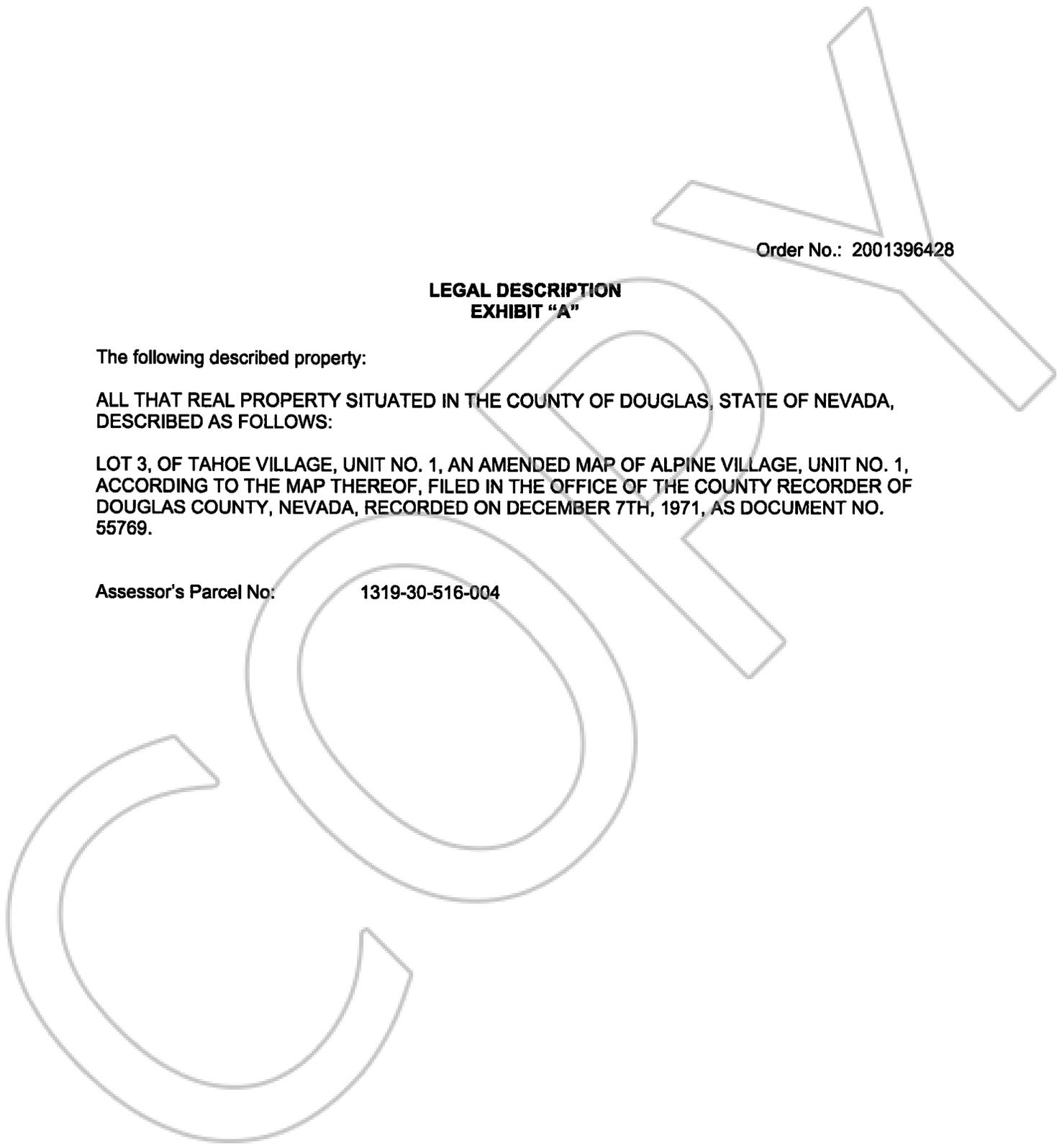
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



Order No.: 2001396428

**LEGAL DESCRIPTION
EXHIBIT "A"**

The following described property:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA,
DESCRIBED AS FOLLOWS:

LOT 3, OF TAHOE VILLAGE, UNIT NO. 1, AN AMENDED MAP OF ALPINE VILLAGE, UNIT NO. 1,
ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF
DOUGLAS COUNTY, NEVADA, RECORDED ON DECEMBER 7TH, 1971, AS DOCUMENT NO.
55769.

Assessor's Parcel No: 1319-30-516-004