200507110182 Skagit County Auditor

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After recording return to: Chicago Title Company P 0 Box 670 Burlington, WA 98233

CHICAGO TITLE CO.

Document Title:

AS<u>SUMPTION AGREEMENT WITH RELEASE</u> OF LIABILITY

Reference Number:

200307160128

[] additional grantor names on page ___.

<u>Grantor(s)</u>: 1. ALINA J. HEGGE

2.

Grantee(s):

1. JASON M. FRANKS

[] additional grantee names on page__

2. CITIMORTGAGE, INC., successor in interest by merger to Principal REsidential Mortgage, Inc.

Abbreviated legal description:

[] full legation page(s) ____

Lot 7, PLAT OF HIGHLAND GLEN DIV. NO. 3, according to the plat thereof, recorded in Volume 12 of Plats, page 13, records of Skagit County, Washington.

Assessor Parcel / Tax ID Number: [] additional tax parcel number(s) on page _

4374-000-007-0003 P80708

Prepared by CitiMortgage, Inc return to Assumption Department 699 Walnut Street Des Moines, IA 50309

TO BE RECORDED

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, m	ade this 27th	day of	June	_,	by and among
Alina J. Hegge					
					("Sellers"),
Jason M. Franks					
					_("Purchasers").
WITNESSETH					

WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 312 N. 17th Street Mount Vernon, WA 98273 as set forth in the security

instrument ("Security Instrument") dated <u>July 11, 2003</u>, which was recorded among the Land Records of <u>Skagit</u> County, State of <u>Washington</u>; and

WHEREAS, on <u>July 11, 2003</u>, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$125,417.00 , payable in monthly installments of principal and interest in the amount of \$593.23 each commencing on the first day of <u>September 1st</u> 2003 and continuing monthly thereafter until the first day of <u>August 1st</u>, 2033,

2003 and continuing monthly thereafter until the first day of <u>August 1st</u>, <u>2033</u>, when the principal and interest are paid fully. The outstanding balance of the Note as of the date hereof is <u>\$119,350.30</u>; and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force effect as though the Purchaser had been the original maker of the Note and security instrument.

2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.

3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.

4. The liability of those signing this Agreement as Purchaser shall be joint and several.

5. The word "Note" as used in the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust or other written instrument which secured the indebtedness referred herein.

6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment the day and year first above written.

Seller: Alina J. Hegge Purch **Jason M. Franks** Purchaser: Seller: gage, Inc. successor in interest by merger to Principal Residential Mortgage, Inc. CitiMor By: nish, Manager Jodi Ca STATE OF Washington SS: } **COUNTY OF Skagit** 2005 , before me, the undersigned officer, personally 27th June On this day of appeared Jason M. Franks (Borrowers) andAlina J. Hegge (Sellers), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereinto set my hand and official seal. (C) (C) ^Со Or I (SEAL) TARY PUBLIC HOON15368.CV (1/05) 0008216110A ÖF Skagit **County Auditor** 7/11/2005 Page (TO(00087094) **2** of 3 3:34PM

State of IOWA County of POLK

SEA

902.53

I, a Notary Public of the County and State aforesaid, certify that Jodi Cornish, personally came before me this day and acknowledged that she is the Manager of CitiMortgage, Inc. and that she as Manager, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the $2\partial^{n}$ day of $\underline{\partial}$, $200 \leq .$ My commission expires: 9-8-06

A. Williams Notary Public hilena

