



200904170074

Skagit County Auditor

4/17/2009 Page

1 of

4 11:23AM

Document Title: Agreement to Release borrower.

Reference Number: 9709300100

Grantor(s):

☐ additional grantor names on page ____.

1. Gary Frank

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Arthur & Vickie Jensen

2.

Abbreviated legal description:

☒ full legal on page(s) #3

Tract A SP 97-0015
SW 32-35-3

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

#35204

After Recording Return To:
CitiMortgage, Inc.
Assumption Department
6300 InterFirst Drive
Ann Arbor, MI 48108

GF# 2250005090

AGREEMENT TO RELEASE BORROWER

THIS AGREEMENT is made this 6th day of February 2009, by and among CitiMortgage, Inc. ("Lender Arthur D and Vickie Jensen ("Remaining Borrower"), and Gary D and Marlo M Frank ("Selling Borrower"). The Remaining Borrower and Selling Borrower are collectively referred to herein as the "Borrowers." AF# 9709300100

WITNESSETH

WHEREAS, on June 27, 2005, Borrowers obtained a loan in the original amount of \$219,000.00 Evidenced by a note ("Note") executed by the Borrowers and secured by real property ("Property") located at 11991 Bayview Edison Road Mount Vernon, WA 98273 as set forth in the mortgage, deed of trust or other security instrument ("Security Instrument") June 27, 2005, which Security Instrument was recorded in among the Land Records of Skagit County State of Washington The outstanding principal balance as of the date hereof is \$208323.94; and

WHEREAS, the Selling Borrower's interest in the Property was transferred to the Remaining Borrower on February 6th, 2009 and the Borrowers seek confirmation that Lender will not exercise the due on sale provision of the Security Instrument; and

WHEREAS, the Borrowers have requested Lender to release the Selling Borrower from personal liability to pay the indebtedness evidenced by the Note.

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. Remaining Borrower agrees to continue to pay the indebtedness evidenced by the Note and agrees to continue to perform all of the covenants and conditions of the Security Instrument according to the terms of the Note and Security Instrument.
2. Each Borrower represents, warrants and agrees that there are no offsets or defenses of any kind to the enforcement of the Note and Security Instrument.
3. Selling Borrower assigns and transfers to Remaining Borrower all funds on deposit for payment of taxes, assessments, homeowners' association dues, insurance premiums and other escrow items and all applicable refunds.
4. Lender agrees that the transfer of the Selling Borrower's interest in the Property to the Remaining Borrower will not cause the Lender to exercise the due on sale provisions of the Security Instrument.
5. Lender agrees that by the execution of this Agreement that the Selling Borrower is no longer personally liable to pay the indebtedness evidenced by the Note and is released from liability.

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

Arthur D Jensen
Arthur D Jensen
Vickie Jensen
Vickie Jensen

Gary D Frank
Gary D Frank
Marlo M Frank
Marlo M Frank

CitiMortgage, Inc.

By: Joe Laskowski, Assistant Vice President

Joe Laskowski

JOE LASKOWSKI
Assistant Vice President
CitiMortgage, Inc.
Consumer Direct Operations
100 Galleria Office / Suite 300
Southfield, MI 48034-8409
248-905-7220
Loan ID #JL03954

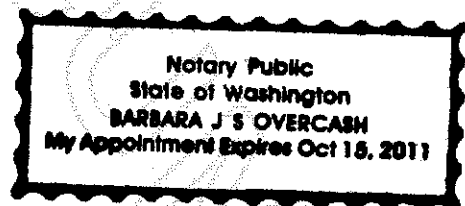
STATE OF California
COUNTY OF Orange

On this 6th day of February 2009, before me, the undersigned officer, personally appeared Arthur D and Vickie Jensen (Remaining Borrower) and Gary D and Marlo M Frank (Selling Borrower), 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 hereunto set my hand and official seal.

(SEAL)

Barbara J Overcash
NOTARY PUBLIC



MY COMMISSION EXPIRES: 10-15-2011

2002834406



200904170074
Skagit County Auditor

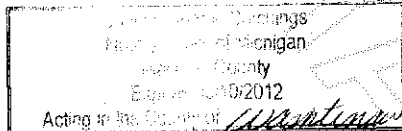
State of MICHIGAN

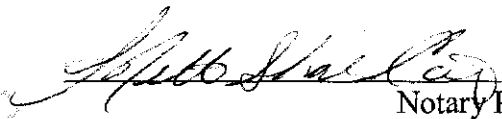
County of Washtenaw

I, Lanette Shaton Catchings, a Notary Public of the County and State aforesaid, certify that Joe Laskowski, personally came before me this day and acknowledged that he is a Assistant Vice President of Citimortgage, Inc. and that he as Assistant Vice President, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the 3 day of February, 2009.

My commission expires:




Notary Public

SEAL-STAMP

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT

TITLE OF DOCUMENT: **ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

NUMBER OF PAGES: 1

DATE OF DOCUMENT: 2-6-2009



200904170074

Skagit County Auditor

4/17/2009 Page

3 of

4 11:23AM

Exhibit A

**Tract A, Skagit County Short Plat No. 97-0015, approved September 8, 1997 and recorded September 30, 1997 in Volume 13 of Short Plats, page 46, records of Skagit County Washington being a portion of the South ½ of the Southwest ¼ of Section 32, Township 35 North, Range 3 East, W.M .
Situates in the County of Skagit, State of Washington.**



200904170074

Skagit County Auditor

4/17/2009 Page

4 of

4 11:23AM