



201302150158
Skagit County Auditor

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Recording Requested By and Return To:

Metlife Home Loans Attn: Assumption Dept. cc6412
1555 W. Walnut Hill Lane Suite 200
Irving, TX 75038

144781-00
LAND TITLE OF SKAGIT COUNTY

Property Tax Parcel Number: COUNTY: 360327-3-007-0001

THE SOUTH 165 FEET OF THE SOUTH 15 ACRES OF THE SOUTH 1/2 OF, more fully described on Legal Description attached on Page 7

Loan No: 0072910722
Case No: 5619467612 203

144781-00 Data ID: 169
LAND TITLE OF SKAGIT COUNTY

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100749500729107220

AGREEMENT, made this February 15, 2013, between
AARON LUKE, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, whose address
is 4991 CHUCKANUT DRIVE, BOW, WA 98232

(the "Transferor");
JEFFREY J. RICHARDSON AND JENIFFER TOBON, HUSBAND AND WIFE, whose address
is 4991 CHUCKANUT DRIVE, BOW, WASHINGTON 98232

MERS as nominee for: (the "Transferee"); and
METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., 1555 W. WALNUT HILL
LANE, SUITE 200, IRVING, TEXAS 75038

(the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$ 231,684.00 was executed by AARON LUKE, AN UNMARRIED MAN ("Original Obligors") on November 25, 2009, and delivered unto METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A. for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered of even date therewith, which Security Instrument was recorded in DOCUMENT #: 200912010060 of the Official Records of the County Recorder's or Clerk's Office of SKAGIT COUNTY, WASHINGTON, and which Security Instrument covered the premises described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Mortgage; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Mortgagee agrees not to exercise its right to declare all sums secured by the Mortgage to be immediately due and payable by reason of the anticipated transfer.

2. Mortgagee unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current principal balance of \$ 220,247.85, together with interest thereon at the present rate of 5.000% per annum, in equal monthly installments of \$ 1,243.73, including interest, on the first day of each month beginning **March 1, 2013**, together with any amounts required for escrow deposits all as set forth in the Mortgage. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **December 1, 2039**. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.



4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Mortgagee as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Mortgagee. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by Mortgagee.

5. Mortgagee does hereby relieve and release Original Obligors of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Mortgage.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.


7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

Transferor:


AARON LUKE—Seller (Seal)

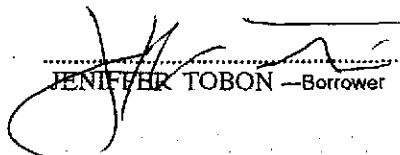


Loan No: 0072910722

Data ID: 169

Transferee:

 (Seal)
JEFFREY J. RICHARDSON —Borrower

 (Seal)
JENNIFER TOBON —Borrower

Mortgage Electronic Registration Systems,
Inc. (MERS) (Solely as nominee) for:

Mortgagee:

METLIFE HOME LOANS, A DIVISION OF METLIFE
BANK, N.A.

By: 
DANA B HUDDLESTON

Its: AVP
(Printed Name and Title)

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INDIVIDUAL ACKNOWLEDGMENTS

Oregon
STATE OF ~~WASHINGTON~~
COUNTY OF Clackamas

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On this day personally appeared before me AARON LUKE
to me known to be the person(s) described in and who executed the within and foregoing instrument,
and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 14 day of February, 2013

[Seal]



Cynthia Bagby
Notary Public in and for the State of Oregon
residing at Lake Oswego

Cynthia Bagby
(Printed Name)

My commission expires: March 3, 2015

STATE OF WASHINGTON
COUNTY OF Skagit

§
§

On this day personally appeared before me JEFFREY J. RICHARDSON AND JENIFFER TOBON
to me known to be the persons described in and who executed the within and foregoing instrument,
and acknowledged that they executed the same as their free and voluntary act and deed, for the uses
and purposes therein mentioned.

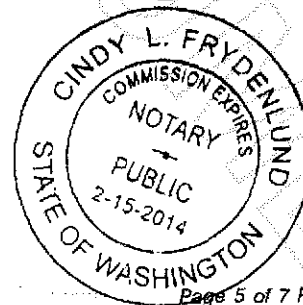
Given under my hand and official seal this 15th day of February, 2013.

[Seal]

Cindy L. Frydenlund
Notary Public in and for the State of WA
residing at Port Vernon

Cindy L. Frydenlund
(Printed Name)

My commission expires: 2-15-14



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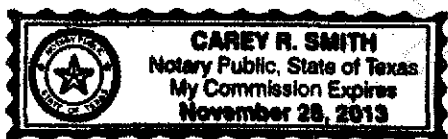
MORTGAGEE'S ACKNOWLEDGMENT

STATE OF
COUNTY OF

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§

On this 12TH day of FEBRUARY, 2013, before me personally appeared DANA B HUDDLESTON to me known to be the AVP of the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

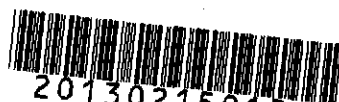


Carey R Smith
Notary Public

CAREY R SMITH
(Printed Name)

Notary Public in and for the State of
TEXAS, residing at 1555
W WALNUT HILL LN STE 200 IRVING, TX

My commission expires: NOVEMBER 28, 2013



201302150158
Skagit County Auditor

Loan No: 0072910722

Data ID: 169

Borrower: JEFFREY J. RICHARDSON

Property Address: 4991 CHUCKANUT DRIVE, BOW, WASHINGTON 98232

LEGAL DESCRIPTION

THE SOUTH 165 FEET OF THE SOUTH 15 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., EXCEPT STATE HIGHWAY ALONG THE WEST LINE THEREOF. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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