

Recording Requested By and Return To:  
HOME POINT FINANCIAL CORPORATION  
9 ENTIN ROAD #200  
PARSIPPANY, NJ 07054  
Property Tax Parcel Number: P66418

GNW 20-6302

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL, more fully described on Legal Description attached on Page 8

Loan No: 6000531963  
Case No: 46-46-6-0914710

Data ID: 106

#### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100856800003429939 MERS Phone: 1-888-679-MERS (6377)  
THIS AGREEMENT, made this September 9, 2020, between THE LUTHER J. CROSS ESTATE, whose address is 34004 56TH AVE S, AUBURN, WA 98001 (the "Transferor"); and DONALD KAUFFMAN AND SPOUSE ANDREA KAUFFMAN, whose address is 34805 N SHORE DR, MOUNT VERNON, WA 98274 (the "Transferee"); and HOME POINT FINANCIAL CORPORATION, 9 ENTIN ROAD #200, PARSIIPPANY, NEW JERSEY 07054 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for NETWORK CAPITAL FUNDING CORPORATION, beneficiary of the security instrument, its successors and assigns;

#### WITNESSETH:

##### WHEREAS:

A Note in the principal sum of \$413,255.00 was executed by LUTHER J. CROSS, AS HIS SEPARATE ESTATE ("Original Obligor(s)") on February 20, 2019, and delivered unto NETWORK CAPITAL FUNDING CORPORATION 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 to MERS of even date therewith, which Security Instrument was recorded in CLERK'S FILE NO. 201902280078 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:

Loan No: 6000531963

Data ID: 106

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

Lender is the holder of the Note and MERS, as designated nominee for Lender, is the holder of the 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 Note and assume the terms of the Security Instrument; 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. Lender and MERS agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

2. Lender 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 Note which has a current principal balance of \$402,858.00, together with interest thereon at the present rate of 4.000% per annum, in equal monthly installments of \$1,972.94, including interest, on the first day of each month beginning November 1, 2020, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on May 1, 2049. 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.

Loan No: 6000531963

Data ID: 106

4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender 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 Lender. 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 the Note and Security Instrument.

5. Lender and MERS do hereby relieve and release Original Obligor(s) 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 Security Instrument.

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.

Loan No: 6000531963

Data ID: 106

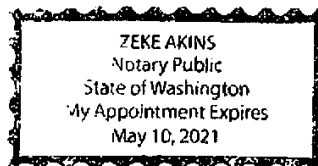
Transferor:

THE LUTHER J. CROSS ESTATE  
—SellerBy: X Wesley D. Cross (Seal)  
WESLEY DONALD CROSS  
Its: PERSONAL REPRESENTATIVE

## TRANSFEROR ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF King§  
§This record was acknowledged before me on 9-9, 20 20, by WESLEY DONALD CROSS, PERSONAL REPRESENTATIVE of THE LUTHER J. CROSS ESTATE on behalf of said entity

(Stamp)

Zeke Akins  
(Signature of notary public)Notary  
(Title of office)My commission expires: May 10 2021

Loan No: 6000531963

Data ID: 106

Transferee:

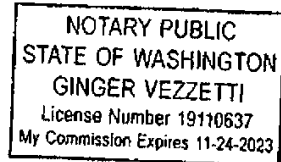
x [Signature] ..... (Seal)  
DONALD KAUFFMAN - Borrower

x [Signature] ..... (Seal)  
ANDREA KAUFFMAN - Borrower

## TRANSFEEE ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF§  
§This record was acknowledged before me on Sept 9, 2020, by  
DONALD KAUFFMAN AND ANDREA KAUFFMAN.

(Stamp)



[Signature]  
(Signature of notary public)

NOTARY PUBLIC  
(Title of office)

My commission expires: 11/24/2023

Loan No: 6000531963

Data ID: 106

Lender:

HOME POINT FINANCIAL CORPORATION

By:

Its:

Susan Ramos  
Susan Ramos  
Sr. Director - Post Closing  
(Printed Name and Title)

## LENDER ACKNOWLEDGMENT

STATE OF New Jersey  
COUNTY OF Monmouth§  
§

This record was acknowledged before me on 9/10/20, 20\_\_\_\_, by  
SUSAN RAMOS as  
Sr. Dir of Post Closing of HOME POINT FINANCIAL CORPORATION, A  
Corporation.

(Stamp)

Carolyn D Quinn  
Notary of New Jersey  
Commission Expires  
05/28/2025

Carolyn D Quinn  
(Signature of notary public)  
Post Closing  
(Title of office)  
My commission expires: 5-28-25

Loan No: 6000531963

Data ID: 106

MERS:

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS INC.By: Susan Ramos  
Its: Secretary for MERS  
(Printed Name and Title)

## MERS ACKNOWLEDGMENT

STATE OF New Jersey  
COUNTY OF Madison§  
§This record was acknowledged before me on 9/10, 2020, by  
SUSAN RAMOS as  
Secretary for MERS of MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

(Stamp)

Carolyn D Quinn  
Notary of New Jersey  
Commission Expires  
05/28/2025Carolyn D Quinn  
(Signature of notary public)Post Chair  
(Title of office)My commission expires: 5-28-25

Loan No: 6000531963

Data ID: 106

Borrower: DONALD KAUFFMAN

Property Address: 34805 N SHORE DR, MOUNT VERNON, WA 98274

**LEGAL DESCRIPTION**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES



**EXHIBIT "A"**  
**Property Description**

**Buyer(s):** Andrea Kauffman and Donald Kauffman

**Property Address:** 34805 North Shore Drive, Mount Vernon, WA 98274

**PROPERTY DESCRIPTION:**

Lot 22, Block 3, and the East 10 feet of Lot 6, Block 4, immediately adjacent to and measured parallel with the most Easterly boundary of Lot 6, Block 4, all in "Lake Cavanaugh Subdivision, Division No. 1", as per plat recorded in Volume 5 of Plats, Pages 37 to 43, inclusive, recorded under Skagit County Auditor's File No. 393244, records of Skagit County, Washington.

TOGETHER WITH tract established by Judgment and Decree of Quiet Title filed with the Skagit County Clerk, in Skagit County, Washington, February 11, 2008 at 1:41 p.m. described as follows:

That certain unlabeled portion of "Lake Cavanaugh Subdivision #1" as per plat recorded in Volume 5 of Plats, pages 37 through 43, inclusive, described as follows:

Beginning at the intersection of the East line of Lot 6, Block 4, of said plat at its intersection with the Southerly line of a 60-foot wide unnamed road right-of-way delineated on the face of said plat, which road is now commonly known as North Shore Drive, thence South 3 degrees 34' West along the East line of said Lot 6 and its Southerly extension, if any, to the shoreline of Lake Cavanaugh, thence in the generally Easterly direction along said shoreline to its intersection with the Southerly line of said road right-of-way; thence in a generally Westerly direction along said Southerly line to the point of beginning.

Except from all of the above, that portion lying East of Common Lines A and B as conveyed in Quit Claim Deed recorded under Auditor's File No. 201301080060 and as described in Property Line Agreement recorded under Auditor's File No 201301080059.

Together with that portion of the following described property lying West of Common Lines A and B as conveyed in Quit Claim Deed recorded under Auditor's File No. 201301080060 and as described in Property Line Agreement recorded under Auditor's File No. 201301080059:

Tract "E," Lake Cavanaugh Subdivision, Division No. 1, as per plat recorded in Volume 5 of plats, pages 37 through 43, inclusive, records of Skagit County, Washington.

TOGETHER WITH that portion of Government Lot 1, Section 26, Township 33 North, Range 6 East, W.M., lying Southerly of the South line of the county road and that portion of "Lake Cavanaugh Subdivision No. 1," as per plat recorded in Volume 5 of Plats, pages 37 through 43, inclusive, records of Skagit County, Washington, lying Southerly of the South line of North Lake

Shore Drive (sometimes referred to as "North Shore Drive"), East of Lot 6, Block 4 of said "Lake Cavanaugh Subdivision, Division No. 1" and Southwesterly of any portion of Block 5 or Block 6 of said "Lake Cavanaugh Subdivision Division No. 1."