

When recorded return to:

Records Management
Carrington Mortgage Services, LLC, ISAOA/ATIMA
1600 South Douglas Rd Suite 400
Anaheim, CA 92806

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620053727

DOCUMENT TITLE(S)

Assumption and Release of Liability Agreement

CHICAGO TITLE

620053727

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 202010280185

Additional reference numbers on page _____ of document

GRANTOR(S)

Sammy Benavidez and Hannah R. Neiderman

☐ Additional names on page _____ of document**GRANTEE(S)**

Thomas W. Ferguson and Dawn R. Green
Carrington Mortgage Services, LLC

☐ Additional names on page _____ of document**TRUSTEE**

Chicago Title Insurance Company

ABBREVIATED LEGAL DESCRIPTION

LT 6, PLAT OF PINE CREEK, DIV 1

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P131014 / 6005-000-000-0006

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Recording Requested By and Return To:
 CARRINGTON MORTGAGE SERVICES, LLC
 ATTENTION: RECORDS MANAGEMENT
 1600 SOUTH DOUGLAS ROAD, SUITE 400
 ANAHEIM, CA 92806
 Tax Account Number: P131014

Prepared By: Carlos Peralta
 1600 SOUTH DOUGLAS ROAD, SUITE
 400
 ANAHEIM, CA 92806

Recording Requested By and Return To:
 CARRINGTON MORTGAGE SERVICES, LLC, SUITE 400
 ATTENTION: RECORDS MANAGEMENT
 1600 SOUTH DOUGLAS ROAD,
 ANAHEIM, CA 92806
 Tax Account Number: P131014

Loan No: 2299040515

Case No: 46-46-6-1004761

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100350291030495583

MERS Phone: 1-888-679-MERS(6377)

THIS AGREEMENT, made this 03/29/2023, between Sammy Benavidez And Hannah R. Benavidez, whose address is 1111 E Hamlin St, Seattle, WA 98102 (the "Transferor"); and THOMAS W FERGUSON AND DAWN R GREENE, A MARRIED COUPLE, whose address is 26401 77th Ave NW, Stanwood, WA 98292 (the "Transferee"); and CARRINGTON MORTGAGE SERVICES, LLC., 1600 S. DOUGLAS RD. #400 STE 110 AND 200-A, ANAHEIM, CALIFORNIA 92806 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for Mortgage Research Center, LLC dba Veterans United Home Loans, A Missouri Limited Liability Company, its successors and assigns (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$480,810.00 was executed by Sammy Benavidez And Hannah R. Neiderman, ("Original Obligor(s)") on 10/27/2020, and delivered unto Mortgage Research Center, LLC dba Veterans United Home Loans, A Missouri Limited Liability Company 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 Mortgagee of even date therewith, which Security Instrument was recorded in Recording Number 202010280185 of the Official Records of the County Recorder's or Clerk's Office of Skagit, WA, and which Security Instrument covered the premises described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Lender is the holder of the Note and Mortgagee, acting as 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 Mortgagee 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.

Loan No: 2299040515

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 \$431,423.73, together with interest thereon at the present rate of 2.625% per annum, in equal monthly installments of \$1,931.18, including interest, on the first day of each month beginning 04/01/2023, 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 11/01/2050. 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 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 Mortgagee 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: 2299040515

Transferor:

 (Seal)
 Sammy Benavidez-Seller

 (Seal)
 Hannah R. Benavidez-Seller

 (Seal)
 -Seller

 (Seal)
 -Seller

ACKNOWLEDGMENT

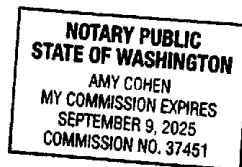
STATE OF ~~CALIFORNIA~~ Washington §
 COUNTY OF King §

On the 29 day of March in the year 2023, before me, the undersigned, personally appeared Sammy Benavidez, Hannah R. Benavidez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 (Signature and Office of individual taking
 acknowledgement)

 Amy Cohen
 (Printed Name)

My commission expires: 9-9-25



Loan No: 2299040515

Transferee:

Thomas W Ferguson (Seal)
Thomas W Ferguson-Borrower

Dawn R Greene (Seal)
Dawn R Greene-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

ACKNOWLEDGMENT

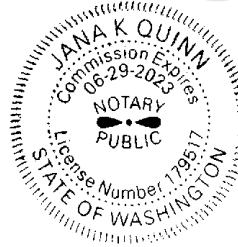
JKQ
Washington
STATE OF ~~CALIFORNIA~~
COUNTY OF ~~SKagit~~

§
§

On the 29 day of March in the year 2023, before me, the undersigned, personally appeared Thomas W. Ferguson and Dawn R. Greene, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Janak Quinn Notary Public
(Signature and Office of individual taking acknowledgement)
Janak Quinn
(Printed Name)

My commission expires: 06/19/2023



Loan No: 2299040515

Lender:

CARRINGTON MORTGAGE SERVICES, LLC.

By:

Its:

Richard Clark, Vice President Post Close
(Printed Name and Title)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF§
§

On the _____ day of _____ in the year 20_____, before me, the undersigned, personally appeared _____, as _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and Office of individual taking acknowledgement)

(Printed Name)

See Attached

My commission expires: _____

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 ORANGE

On 03/29/2023 before me, Bryan J. Pompa, Notary Public,
(Here insert name and title of the officer)

personally appeared Richard Clark

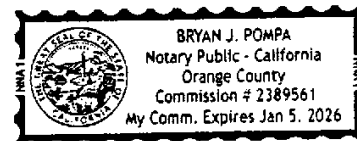
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption and Release

(Title or description of attached document)

of Liability Agreement

(Title or description of attached document continued)

Number of Pages _____ Document Date 03/29/23

Loan # 2294040515

(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

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

Loan No: 2299040515

Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. as Mortgagee

By:

Its:

[Signature]
Richard Clark, Assistant Secretary
(Printed Name and Title)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF§
§

On the _____ day of _____ in the year 20 _____, before me, the undersigned, personally appeared _____, as _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and Office of individual taking acknowledgement)

See Attached

(Printed Name)

My commission expires: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of ORANGE

On 03/29/2023 before me, Bryan J. Pompa, Notary Public
(Here insert name and title of the officer)

personally appeared Richard Clark

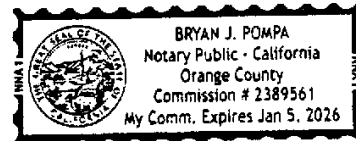
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption and Release

(Title or description of attached document)

of Liability Agreement

(Title or description of attached document continued)

Number of Pages _____ Document Date 02/24/23

Loan # 2299040515

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - ❖ 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

Loan No: 2299040515
Property Address: 3047 Pine Creek Drive, Mount Vernon, WA 98273

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

For APN/Parcel ID(s): P131014 / 6005-000-000-0006

LOT 6, PLAT OF PINE CREEK, DIVISION 1, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 20, 2011, UNDER AUDITOR'S FILE NO. 201112200087, RECORDS OF SKAGIT
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.