11/03/2023 10:07 AM Pages: 1 of 8 Fees: \$210.50

Skagit County Auditor, WA

Return To: PennyMac Loan Services, LLC Attn: Qualified Assumptions 6101 Condor Drive Moorpark, CA 93021

This document was prepared by: Yesenia Bernal PennyMac Loan Services, LLC 6101 Condor Drive Moorpark, CA 93021

[Space Above This Line For Recording Date]

Loan No: 8190112256 MIN No: 1001643-0100043519-0

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of October 26, 2023 by and among Eric Thomas Graham ("Released Party"), Alyssa Marie Graham ("Retaining Borrower"), (collectively, Retaining Borrower and Released Borrower, shall be known as the "Borrowers"), and PennyMac Loan Services, LLC ("PennyMac").

RECITALS:

- A. PennyMac is the holder of that certain Note the ("Note"), dated September 04, 2020 in the original principal amount of \$243,500.00 made by the Borrowers to MERS Inc. as Nominee for Bank of the Pacific ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to the Borrowers. To secure the repayment of the Note, the Borrowers also executed and delivered a Mortgage/Deed of Trust (the "Security Instrument"), dated September 04, 2020 recorded on September 16, 2020 in Book N/A at Page N/A, Instrument / Case No. 202009160094 in the official records of Skagit County, Washington, having an address of 1606 Willet St, Mount Vernon WA 98274 granting a lien on the property described in the Security Instrument (the "Property"). The Borrowers are liable for the payment and performance of all of Borrowers' obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan, (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to PennyMac. The current servicer of the Loan is PennyMac.
- B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

- C. PennyMac has been asked to consent to the release of the Released Borrower's ownership interest in the Property to the Retaining Party (the "Transfer") and recognize the Retaining Borrower as the sole obligor of the obligations of the Borrowers, as well as a release of liability under the Note on the part of the Released Borrower.
 - D. PennyMac has agreed to consent subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and PennyMac agree as follows:

- 1. Retaining Borrower of Sole Liability for the Note. The Retaining Borrower accepts sole liability under the provisions of the Loan Documents.
- 2. Consent to Transfer. PennyMac hereby consents to the Transfer and acknowledges that the Retaining Borrower accepts all of the obligations of the Borrowers under the Loan Documents, subject to the terms and conditions set forth in this Agreement. PennyMac's consent to the Transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.
- 3. <u>Release of Released Borrower</u>. PennyMac hereby releases Eric Thomas Graham, the Released Borrower, from all of its obligations under the Loan Documents.
- 4. Real Property Records. The Borrowers are responsible for maintaining and updating the real property records of the County in which the Property is located to reflect the current ownership of the Property. The Borrowers acknowledge the failure to update real property records may result in the Released Borrower continuing to be identified as an owner or debtor in public records, which may have adverse consequences to the Released Borrower.

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5. Miscellaneous.

- (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located without regard to its conflicts of law principles.
- (b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
- (c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. However, the signature of the Released borrower will no longer be necessary for any change or modification of the underlying Loan or Security Instrument.
- (d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.
- (e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- (g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

(Signature)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RETAINING BORROWER:

Name: Alyssa Marie Graham

Date: 10 24 (2023)

STATEOF_ WH

COUNTY OF _ Stagist

Alyon Marie Graham
who a cknowledged that the they signed, delivered and executed the

above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 26 DAY OF October

NOTARY PUBLIC

My Commission Expires: 03/25/2025

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RELEASED PARTY:

Exci themas graham (Signature)

Name: Eric Thomas Graham

Date: 10/26/2023

STATE OF WA

COUNTY OF Skaget

Personally appeared before me, the undersigned authority in and for the said County and State, on this <u>26</u> day of <u>October</u>, 2023, within my jurisdiction, the within named <u>Erse thomas</u> Graham

who a cknowledged that he signed, delivered and executed the

above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 26 DAY OF to be 202

NOTARY PUBLIC

My Commission Expires: 03/26/2025

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STATE OF	SEE ATTACHED			
COUNTY OF		OLL AL INC.		
Personally appeared before me, the undersigned authority in a reasonably appeared before me, the undersigned authority in a red	nd for the said County and	State, on thisday of		
who a cknowledged t	hat he/she/they signed, do	livered and executed the		
a bove and foregoing a greement. SWORN AND SUBSCRIBED BEFORE ME, THIS THE				
SWORM AND SOBSCRIBED DELONE, ITALIA	3211 01			
NOTARYPUBLIC				
My Commission Expires:				

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

ACKNOWLEDGMENT

A notary public or other officer completing this

who sig attache validity	nte verifies only the iden ned the document to wi d, and not the truthfulne of that document.	hich this certifi	cate is	
State of County of	California Ventura		1	
On 10/	31/2023	before me.	Rocio T. Her	nandez, Notary Public
• · · · · · · · · · · · · · · · · · · ·			(insert nar	nandez, Notary Public ne and title of the officer)
personally appeared Marianne Campbell 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.				
WITNES: Signature	S my hand and official s	eal.	_ (Seal)	ROCIO T. HERNAMDEZ Notary Public - California Ventura County Commission # 2447E57 My Comm. Expires May 25, 2027

LEGAL DESCRIPTION

Tax Id Number(s): N/A

Lot 23, "Skagit View Estates," as recorded November 15, 2002 under Auditor's File No. 200211150098, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit State of Washington.

Commonly known as: 1606 Willett St, Mount Vernon WA 98274

Lender: PennyMac Loan Services, LLC NMLS ID: 35953

Loan Originator: Craig Palmer