04/24/2025 08:34 AM Pages: 1 of 7 Fees: \$309.50

Skagit County Auditor, WA

After recording return to:
Nationstar Mortgage LLC dba Mr. Cooper
11511 Luna Road, Suite 200
Farmers Branch, TX 75234
Donna Jones

Record and Return To: ServiceLink 1355 Cherrington Parkway Moon Township, PA 15108

Assessor's Property Tax Parcel or Account Number: P65184 Abbreviated Legal Description: LT 5, BLK 4, EASTGATE ADDITION PLAT NO. 2, VOL 8, PG 88, RECORDS OF SKAGIT COUNTY, WA.

__ [Space Above This Line For Recording Data]

2003110466

LOAN ASSUMPTION AGREEMENT

LO Company NMLS ID 2119
LO NMLS ID 375812
Loan # 0693444523
MIN #100853704006153087
MERS TELEPHONE 1-888-679-6377

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of April 16, 2025, between JONATHAN M. BRUDER and GALADRIAL L. BRUDER ("Seller") and ANTHONY S. LONDON and ASHLEE M. KISNER, husband and wife ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for LOANDEPOT.COM, LLC, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated April 29, 2021, in the original principal amount of \$341,250.00 executed by JONATHAN M. BRUDER and GALADRIAL L. BRUDER ("Maker") payable to the order of LOANDEPOT.COM, LLC, its successors and assigns in accordance with the terms set forth therein. Seller and Borrower acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), in the real property records of SKAGIT County/Parish, Washington under Document No. 202104300113 on April 30, 2021.

Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

315 COLVIN PL, MOUNT VERNON, WA 98274 (Property Address)

Multistate Loan Assumption Agreement (Escrow Account Assigned)

and described as:

LOT 5, BLOCK 4, ESTATE ADDITION, PLAT NO. 2, AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 88, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Borrower is purchasing the above described property from Seller and desires to assume the payment of the Note and be bound by the terms, covenants, conditions and obligations of the Note and Security Instrument. Lender who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same has agreed at the request of the Seller to allow the Borrower's assumption of the balance of the indebtedness and the terms evidenced by the Note and Security Instrument as part of the consideration for the purchase of the property.

For and in consideration of the mutual promises and agreements, the parties hereto agree as follows:

- 1. Acknowledgment and Assumption of Unpaid Principal Balance: Seller and Borrower acknowledge that as of April 16, 2025, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$318,201.05. Borrower hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. \$318,201.05 (the "Principal Balance"), consisting of the unpaid principal balance less any reductions of principal made by Seller, any accrued but unpaid interest, and any additional sums advanced by Lender. Borrower also agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument, as amended herein.
- 2. Release of Liability: Seller does hereby transfer and convey to Borrower all of their right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the above-described Promissory Note and Security Instrument securing same. Lender releases Seller from any and all liability on or under the Promissory Note and Security Instrument securing such debt.
- 3. Assumption of Original Terms: Borrower acknowledges and agrees to the following terms of the Note:

Interest will be charged on the Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 4.500% as set forth below. Borrower's interest rate may change in accordance with the terms stated in the Note. The Borrower promises to make initial monthly payments of principal and interest of U.S. \$1,729.06, beginning on May 1, 2025, and continuing thereafter on the First day of each succeeding month until principal and interest are paid in full. If on May 1, 2051 ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at PO Box 650783, Dallas, TX 75265, or at such other place as Lender may require.

- 4. <u>Transfer of Escrow Funds to Borrower:</u> Seller assigns and transfers to Borrower all funds on deposit for payment of taxes, homeowner association dues, insurance premiums and any applicable refunds. Borrower may be required to supplement those funds according to Lender's escrow analysis and applicable law. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to Borrower's benefit.
- 5. Waiver of Due-on-Transfer Clause: In consideration of the assumption of the Note and Security Instrument by Borrower, the Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale and transfer by Seller to Borrower, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers. In addition, Seller hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with the applicable laws of this state, Seller assigns and transfers to Borrower any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Borrower.
- 6. <u>Loan Documentation</u>: The provisions of the Note and Security Instrument shall continue in full force and effect, and the Seller and Borrower acknowledge and affirm Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release

Multistate Loan Assumption Agreement (Escrow Account Assigned)

in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

- 7. Partial Invalidity: Should the lien of the Security Instrument be deemed invalid or unenforceable as to any part of the debt or any part of the Property, the lien shall remain in full force and effect as to the remainder of the debt and Property, and such remaining lien shall be severed from and unaffected by the portion of the lien deemed invalid. If the lien of the Security Instrument is invalid or unenforceable as to any part of the debt or any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of the Security Instrument.
- 8. <u>Miscellaneous</u>: Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and any other documents executed in connection herewith. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

9. <u>No Oral Agreements:</u> The written Loan Agreements represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

Mortgage Electronic Registration Systems, Inc. LOANDEPOT.COM, LLC, its successors and assign		s mortgagee/beneficiary,	as nominee for
By: Coperance Villegas Esperanza Villegas, Assistant Secretary			
STATE OF <u>Texas</u> COUNTY OF <u>Dallas</u>			
		aid County, in said State h Secretary of Mo	
Registration Systems, Inc., as mortgagee and as nomine who is known to me, acknowledged before me on the executed the same voluntarily for and as the act of said	his day that, he		
Given under my hand this 15th day of	April	, 20 25	
Notary Public		CARMEN VALLE	
Printed Name: Carmen Valle		Notary ID #132630982	
My commission expires: August 18, 2028		My Commission Expires August 18, 2028	

Multistate Loan Assumption Agreement (Escrow Account Assigned)

BORROWER(S):

ANTHONY S. LONDON

Mailing address: 315 COLVIN PL

MOUNT VERNON, WA 98274

BNU LISW 4/16/25

ignature Date

ASHLEE M. KISNER

Mailing address: 315 COLVIN PL

MOUNT VERNON, WA 98274

[Sign Originals Only]

STATE OF WASHINGTON, COUNTY OF SKAGIT

Before me, the undersigned authority, on this day personally appeared ANTHONY S. LONDON and ASHLEE M. KISNER, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 16 day of April , 2025.

Notary, State of 1 2/2 Shootes

Printed Name: <u>Jenniter</u> Bendett My Commission Expires: <u>June</u> 23, 2004

JENNIFER BENNETT
Notary Public
State of Washington
Commission # 147960
My Comm. Expires Jun 23, 2026

SELLER(S):

JONATHAN M. BRUDER

Mailing address: 11832 78th Ave NW TULALIP, WA 98271 Signifium 4-160-2

GALADRIAL L. BRUDER

Mailing address: 11832 78th Ave NW TULALIP, WA 98271

STATE OF WASHINGTON COUNTY OF SKAAL

Before me, the undersigned authority, on this day personally appeared JONATHAN M. BRUDER and GALADRIAL L. BRUDER, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she the voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 10 day of April 2025

Notary, State of Washington

Printed Name: Jenniter Bennett
My Commission Expires: June 33, 2024

JENNIFER BENNETT Notary Public State of Washington Commission # 147960 My Comm. Expires Jun 23, 2026

Creditor: LOANDEPOT.COM, LLC (ID: 2119) | MLO Org.: LOANDEPOT. COM, LLC. (ID: 2119) | MLO Indv: ZAHANIA DAVIS (ID: 375812)

Lender:

LOANDEPOT.COM, LLC

Borrower: Property:

ANTHONY S. LONDON and ASHLEE M. KISNER 315 COLVIN PL, MOUNT VERNON, WA 98274

No Attorney Representation Notice

LO Company NMLS ID 2119 LO NMLS ID 375812 Loan # 0693444523

This No Attorney Representation Notice ("Notice") is provided by PPDocs, Inc. ("We", "our" or "us") and ANTHONY S. LONDON and ASHLEE M. KISNER ("you" or "your" whether one or more), herein referred to as "Borrower".

LOAN DOCUMENTATION. Attorneys working for PPDocs, Inc. have prepared or reviewed the legal instruments involved in this loan using information supplied by the Lender and other third parties. They have acted only on behalf of the Lender. Neither PPDocs, Inc., PPDocs Inc. attorneys, nor the Lender have assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower's legal rights, Borrower should retain personal legal counsel for advice in this transaction.

DESCRIPTION OF SERVICES PERFORMED. PPDocs, Inc. attorneys may have prepared or reviewed all or part of the following loan instruments affecting title to the Property: Deed (if a purchase transaction), Note, Security Instrument and Assignment of Lien (if requested).

DISCLAIMER OF REPRESENTATION OR WARRANTY. Neither PPDocs, Inc., PPDocs, Inc. attorneys, nor lender has conducted a title search on the Property, and make representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower's examination of a survey, title information, or the Property itself. Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.

DATA SUPPLIED BY LENDER. The disclosure calculations and fee data have been supplied by the Lender. PPDocs, Inc. makes no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

RESPONSIBILITY FOR PAYMENT OF FEES. As part of Borrower's obligation to pay the expenses of the Lender in connection with the preparation of the loan documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on our Invoice, unless Lender has noted otherwise in their closing instructions.

BASIS FOR FEE. The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners' Protection Act.

No Attorney Representation Notice

NOTICE TO BORROWER AND SELLER REGARDING DEED PREPARATION. If our attorneys have prepared a draft deed, it has been at the request of Lender. Seller and Borrower are advised to consult their respective legal counsel with any questions before signing the draft deed. We have provided the draft deed as a convenience. IF THE DRAFT DEED WE PREPARED IS USED, SELLER AND BORROWER (OR THEIR ATTORNEYS) SHOULD REVIEW AND AMEND IT, IF NECESSARY, TO MAKE CERTAIN THAT IT IS CONSISTENT WITH THE SALES CONTRACT AND CORRECTLY REFLECTS THE CONDITION OF TITLE FOR THE PROPERTY AND THE OBLIGATIONS OF THE PARTIES TRANSFERRING RIGHTS TO REAL PROPERTY, AND IF APPLICABLE RESERVING CERTAIN RIGHTS, FOR EXAMPLE MINERAL INTEREST, IS AN INHERENTLY COMPLEX MATTER AND CONTEMPLATES THE INVOLVEMENTS OF ATTORNEYS. IF APPLICABLE, THE DEED SHOULD BE AMENDED TO REFLECT ANY MINERAL OR OTHER RESERVATION. BE CERTAIN THAT THE DEED EXPRESSES THE INTENT OF SELLER AND BORROWER. Seller is signing this notice only to acknowledge receipt of the notice.

Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice.

JH 4-16-25

ANTHONY S. LONDON

ASHLEE M. KISNER

[Sign Originals Only]

Signature

JONATHAN M. BRUDER

GALADRIAL L. BRUDER