

Recording Requested By/Return To:
INDECOMM GLOBAL SERVICES
ATTN: FD NR 9915
1427 ENERGY PARK DR.
ST. PAUL, MN 55108

LOAN ASSUMPTION AGREEMENT

Loan Number: 9723612348

Grantor(s): **LEONARD CHRISTOPHER GAY AND MICHELE ROBIN GAY, A MARRIED COUPLE**

Grantee(s): **NEWREZ LLC**

Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for CALIBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns

Grantee's Address: **1100 VIRGINIA DRIVE, SUITE 125, FORT WASHINGTON, PA 19034**

Abbreviated Legal Description: **Lots 3 & 4, Blk 28, Town of Montborne**

A full Legal Description is located on page 2 of the LOAN ASSUMPTION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED MAY 14, 2021 INSTRUMENT #202105140070

Assessor's Property Tax Parcel Account Number(s): **4135-028-004-0001/P113677**

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This Instrument Prepared By:
NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034

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LOAN ASSUMPTION AGREEMENT

Property Address: 18180
FREEDOM LANE, MOUNT
VERNON, WASHINGTON 98274
Loan Number: 9723612348
VA Partial Claim Loan No. N/A
Primary VA Guaranteed Loan No.
46-46-6-1045910

MIN: 100820997370985189

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **JUNE 09, 2026**, between **JOSHUA PATRICK FLEMING AND MUNDINA MARIE FLEMING** ("Transferor") and **LEONARD CHRISTOPHER GAY AND MICHELE ROBIN GAY, A MARRIED COUPLE** ("Transferee"), and **NEWREZ LLC** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for **CALIBER HOME LOANS, INC.**, beneficiary of the security instrument, its successors and assigns, amends and supplements that certain promissory note ("Note") dated **MAY 05, 2021**, in the original principal amount of **\$536,153.00** executed by **JOSHUA PATRICK FLEMING AND MUNDINA MARIE FLEMING** ("Maker") payable to the order of **CALIBER HOME LOANS, INC.** in accordance with the terms set forth therein. Transferor and Transferee 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 Security Deed (the "Security Instrument"), dated **MAY 05, 2021** and **RECORDED MAY 14, 2021 INSTRUMENT #202105140070**.

Loan Number: 9723612348

The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

18180 FREEDOM LANE, MOUNT VERNON, WASHINGTON 98274

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF EXHIBIT A

Tax Parcel No.: 4135-028-004-0001/P113677

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the 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 Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Acknowledgment and Assumption.** Transferor and Transferee acknowledge that as of **JUNE 08, 2026**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$474,473.00**. Transferee 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. **\$474,473.00**, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. **Release of Transferor.** Lender releases Transferor from all personal liability under the Note and the Security Instrument and agrees that any action taken to enforce the collection of any obligation evidenced by the Note or the Security Instrument shall be confined to the value of the Property insofar as Transferor is concerned and in no case shall Transferor be subject to suit, claim, or demand by Lender for any deficiency.

3. **Waiver of Due-on-Transfer Clause.** In consideration of the assumption of the Note and Security Instrument by Transferee as described above, 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 or transfer by Transferor to Transferee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future

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sales or transfers.

4. **Prepayment.** Transferor 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 applicable law, Transferor assigns and transfers to Transferee any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Transferee.

5. **No Impairment of Lien.** Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. **Transfer of the Property or a Beneficial Interest in Transferee.** As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferee must pay all sums secured by the Security Instrument. If Transferee fail[s] to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Transferee. Transferee understand[s] that any notices to be provided to Transferee by Lender are expressly conditioned on Transferee providing notice to Lender in the manner provided in the Security Instrument of any change in address from that stated herein.

7. **Loan Documentation.** As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferee acknowledges and reaffirms Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release 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 Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee 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 the Security Instrument.

8. Transferor and Transferee further understand and agree that:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation

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that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

"Nominee" means one designated to act for another as its representative for a limited purpose.

Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Transferor and Transferee understand and agree that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Transferor and Transferee to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.

Notices. Transferor and Transferee acknowledge that any notice Transferor or Transferee provide to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Transferor and Transferee in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.

Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.

Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

9. Partial Invalidity. In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.

10. Miscellaneous. Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted by applicable law. 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.

11. No Oral Agreements. The written loan documents, including the Note, the

Loan Number: 9723612348

Security Instrument, and this Agreement, 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.

EXECUTED as of the day and year first above written.

Transferee:

 (Seal)

LEONARD CHRISTOPHER GAY

Date: 06/09/2026

 (Seal)

MICHELE ROBIN GAY

Date: 06/09/2026

Transferee's Address:

18180 FREEDOM LANE
MOUNT VERNON, WASHINGTON 98274

Transferor:

____ (Seal)

JOSHUA PATRICK FLEMING

Date: ____/____/____

____ (Seal)

MUNDINA MARIE FLEMING

Date: ____/____/____

Transferor's Address:

2215 LOCUST
BUTTE, MT 59701

-----[Space Below This Line For Acknowledgments]-----

Loan Number: 9723612348

Security Instrument, and this Agreement, 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.

EXECUTED as of the day and year first above written.

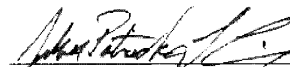
Transferee:

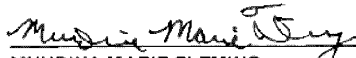
_____(Seal) Date: ____/____/____
LEONARD CHRISTOPHER GAY

_____(Seal) Date: ____/____/____
MICHELE ROBIN GAY

Transferee's Address:
18180 FREEDOM LANE
MOUNT VERNON, WASHINGTON 98274

Transferor:

_____(Seal) Date: 6/9/2026
JOSHUA PATRICK FLEMING

_____(Seal) Date: 6/9/2026
MUNDINA MARIE FLEMING

Transferor's Address:
2215 LOCUST
BUTTE, MT 59701

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Loan Number: 9723612348

State of WASHINGTON)

County of ~~SKAGIT~~ JMS KING)
Enter County Here)

On this day personally appeared before me **LEONARD CHRISTOPHER GAY and MICHELE ROBIN GAY** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9th day of

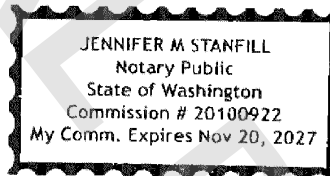
June, 2026.

(Seal, if any)

Notary Public Signature

My Commission expires: 11/20/2027

[] This notarial act involved the use of communication technology.



Loan Number: 9723612348

State of ~~WASHINGTON~~ Montana
 County of ~~SKAGIT~~ Beaver Lodge
 Enter County Here

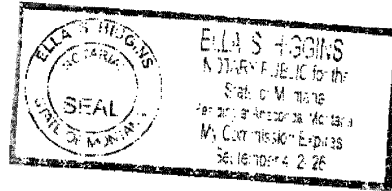
On this day personally appeared before me **JOSHUA PATRICK FLEMING** and **MUNDINA MARIE FLEMING** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9th day of June, 2026.

[Signature]
 Notary Public Signature

(Seal, if any)

My Commission expires: 9.9.2026

[] This notarial act involved the use of communication technology.

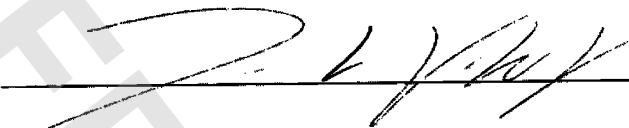


Loan Number: 9723612348

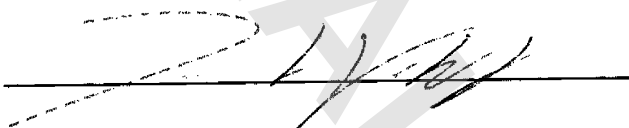
In Witness Whereof, the Lender has accepted and executed this Agreement.

Lender

NEWREZ LLC

By: Printed Name: **Jacob VanderWyck**Title: Manager Corporate OperationsDate: 6/2/2026

Mortgage Electronic Registration Systems, Inc., as designated nominee for CALIBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns

By: Printed Name: **Jacob VanderWyck**Date: 6/2/2026

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State of ~~WASHINGTON~~ PENNSYLVANIA
County of ~~SNOHOMISH~~ MONTGOMERY

I certify that I know or have satisfactory evidence that Jacob VanderWyck is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager Corporate Operations of **NEWREZ LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/2/2026

Vivian B.
(Signature)

(Seal or stamp)

Notary Public
(Title)

My appointment expires 8/16/2027

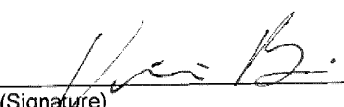
Commonwealth of Pennsylvania - Notary Seal
Vivian Blair, Notary Public
Montgomery County
My commission expires August 16, 2027
Commission number 1437909
Member, Pennsylvania Association of Notaries

Loan Number: 9723612348

State of ~~WASHINGTON~~ PENNSYLVANIA
County of ~~SKAGOT~~ MONTGOMERY

I certify that I know or have satisfactory evidence that Jacob VanderWyck is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as designated nominee for CALIBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/2/2026


(Signature)

(Seal or stamp)

Notary Public
(Title)

My appointment expires 8/16/2027

Commonwealth of Pennsylvania - Notary Seal
Vivian Blair, Notary Public
Montgomery County
My commission expires August 16, 2027
Commission number 1437909
Member, Pennsylvania Association of Notaries

Order No.: 60037082-352

EXHIBIT "A"

Lots 3 and 4, Block 28, PLAT OF THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington;

EXCEPT that portion thereof if any lying within the right-of-way for logging railroad over and across said Block 28 as conveyed to Nelson-Neal Lumber Company by deed dated March 28, 1936 and recorded April 7, 1936, in Volume 169 of Deeds, page 243, under Auditor's File No. 277827, records of Skagit County, Washington.

TOGETHER WITH those portions of vacated Grant Road, Washington Street and alley both adjoining and abutting the above described property per Quit Claim Deed recorded under Auditor's File No. 200803070054, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:

18180 Freedom Lane, Mount Vernon, WA 98274

TITLE COMPANIES INSURE PROPERTIES BASED ON THE LEGAL DESCRIPTION
(NOT THE PROPERTY ADDRESS),

AND THE PROPERTY ADDRESS IS NOT A PART OF THE LEGAL DESCRIPTION.
THE PROPERTY ADDRESS HAS BEEN ADDED TO THIS PAGE FOR REFERENCE ONLY.