

LOT 94, SKYLINE NO. 10, ACCORDING TO THE PLAT THEREOF., more fully described on Legal

Description attached on Page 8

Loan No: 0123728438 Case No: 46-46-6-1028052

Data ID: 636

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100073001237284383 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this October 29, 2021, between AARON F THERIOT AND BRANDEE P THERIOT, HUSBAND AND WIFE, whose address is 4306 BRYCE DR, ANACORTES, WA 98221 (the "Transferor"); and TRAVIS LEE SWITALSKI AND BRANDEE L SWITALSKI, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP , whose address is 4306 BRYCE DR, ANACORTES, WA 98221 (the "Transferce"); and FREEDOM MORTGAGE CORPORATION, 10500 KINCAID DRIVE STE 300, FISHERS, INDIANA 46037 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for FREEDOM MORTGAGE CORPORATION 907 PLEASANT VALLEY AVE, STE. 3, MOUNT LAUREL, NJ 08054, beneficiary of the security instrument, its successors and assigns;

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$332,911.00 was executed by AARON F. THERIOT AND BRANDEE P. THERIOT, HUSBAND AND WIFE ("Original Obligor(s)") on February 20, 2021, and delivered unto FREEDOM MORTGAGE CORPORATION 907 PLEASANT VALLEY AVE, STE. 3, MOUNT LAUREL, NJ 08054 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 FILE # 202103170126 ON MARCH 17, 2021 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:

Page 1 of 8 Pages



P+0123728438+0368+01+08+ASMPRE

Loan No: 0123728438 Data ID: 636

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:

- 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 \$328,347.00, together with interest thereon at the present rate of 2.250% per annum, in equal monthly installments of \$1,272.54, including interest, on the first day of each month beginning November 1, 2021, 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 March 1, 2051. 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.

Page 2 of 8 Pages

P+0123728438+0368+02+08+ASMPRFI

Loan No: 0123728438

Data ID: 636

- 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. Transferoe 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.

Page 3 of 8 Pages

Loan No: 0123728438

Transferor:

SEE NEXT PAGE

BRANDEE P THERIOT—Seller

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA DYBOY S
COUNTY OF ALLEGHENY Clatsop S

This record was acknowledged before me on F THERIOT AND BRANDEE P THERIOT

(Signature of notary public)

WIRGINIA GUERRERO REAGIN NOTARY PUBLIC OREGON COMMISSION NO. 986558

MY COMMISSION EXPIRES APRIL 16, 2023

My commission expires: April 16, 2023

Page 4 of 8 Pages

P+0123728438+0368+04+08+ASMPRF

Page 4 of 8 Pages



P+0123728438+0368+04+08+ASMPREL

Loan No: 0123728438

Data ID: 636

Transferee:

BRANDEE L SWITALSKI -Borrower

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA SLAGINGTON SLAGINGTON

This record was acknowledged before me on LEE SWITALSKI AND BRANDEE L SWITALSKI.

10/29

XARISA SPENCER XARISA NETROLIK Notary Public State of Weshington Commission # 139259 My Comm. Expires May 26, 2024

My commission expires: 5/26

Page 5 of 8 Pages

Loan No: 0123728438 Data ID: 636 Lender: COMMONWEALTH OF Indiana & COUNTY OF Hamilton This record was acknowledged before me on November 10 . 20 21, by Kristin Gallom to as a Processor of FREEDOM MORTGAGE CORPORATION, A New Jersey Corporation. (Stamp) KATRINE ANN CHRISTIANSEN Notary Public, State of Indiana Madison County Commission Number NP0732927 My Commission Expires March 11, 2029

My commission expires:

Page 6 of 8 Pages



Data ID: 636

MERS: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for FREEDOM MORTGAGE CORPORATION 907 PLEASANT VALLEY AVE., STE. 3, MOUNT LAWREL, NJ 08054, 15 SUCCESSIVE and assigns its successors and assigns (Printed Name and COMMONWEALTH OF Indiana \$ COUNTY OF Hamilton This record was acknowledged before me on November 10th

Kristin Calbouith

as

REGISTRATION SYSTEMS, INC.

Of MORTGAGE ELECT ____, 20<u>21</u>, by of MORTGAGE ELECTRONIC (Stamp) (Signature of notary public) Men Christiansen (Title of office) 3/11/2029 KATRINE ANN CHRISTIANSEN Notary Public, State of Indiana Medison County Commission Number NP0732327 My Commission Expires March 11, 2029

My commission expires:

Page 7 of 6 Pages

Loan No: 0123728438

Data ID: 636

Loan No: 0123728438 Borrower: TRAVIS LEE SWITALSKI Property Address: 4306 BRYCE DR, ANACORTES, WA 98221

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

EXHIBIT A (LEGAL DESCRIPTION)

Lot 94, SKYLINE NO. 10, according to the plat thereof. recorded in Volume 9 of Plats, Pages 117 through 120, records of Skagit County, Washington. Situate in Skagit County. Washington

PROPERTY ADDRESS 4306 Bryce Drive, Anacortes, WA 98221