

144069

BOOK 221 PAGE 923

FILED
SKAMANIA
BY J. MICHAEL CARVISON

MAR 19 10 43 AM '02

J. MICHAEL CARVISON

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
3 Ada
Irvine, CA 92618
Attn: Payoff Department

J. MICHAEL CARVISON

ASSUMPTION & RELEASE AGREEMENT

Note Date 11/19/01	Original Loan Amount \$ 112,000.00	Present Payment Amount \$ 771.65	Loan Number 5385570
Security Instrument Executed By JAMES SNOWDEN AND PATTI SNOWDEN, HUSBAND AND WIFE			
Date Recorded Instrument November 26, 2001 Book 217 Page 295	County SKAMANIA	As of (Date) 01/28/02	Current Principal Amount \$ 111,914.35
Interest Cap (Life)		As of (Date) 01/28/02	Current Interest Rate 7.3500

5272 24517
THIS AGREEMENT IS MADE AMONG JAMES SNOWDEN AND PATTI SNOWDEN, HUSBAND AND WIFE (Hereinafter referred to as "Grantor")

DAVID J. GOLDRING AND LAILA GOLDRING, JOINT TENANCY (Hereinafter referred to as "Grantee")

OPTION ONE MORTGAGE CORPORATION (Hereinafter referred to as "Lender")

WHEREAS, Grantor is presently the owner of an interest in that property (the "Property") which is encumbered by deed of trust or other security instrument (the "Deed of Trust") recorded as described above. The Deed of Trust is security for a Promissory Note (the "Note") in favor of Lender described above.

WHEREAS, Grantor desires to sell, transfer and convey to grantee all of grantor's interest in the Property and Lender agrees to consent to such transfer.

WHEREAS, Grantee will assume the obligation represented by the Note if Lender agrees to consent to such transfer.

NOW THEREFORE, the parties hereto agree as follows:

1. Unpaid Balance of Note. The unpaid balance on the Note is described above Grantor and Grantee acknowledge that said Note is an adjustable rate instrument with an interest rate subject to change every FIXED and payments subject to change every FIXED indexed to the FIXED (see original documents).

2. Funds for Taxes and Insurance. Grantor hereby relinquishes and transfers to Grantee all of Grantor's interest in any monies which may be held by Lender as escrow deposits for the purpose of application to taxes, assessments, fire or other insurance premiums, or any purposes for which deposits are being required by Lender. Grantee assumes the liability for payment of any unpaid taxes, assessments, fire or other insurance and agrees to continue making monthly deposits for such purpose if required by Lender.

3. Assumption of Liability. Grantee hereby assumes and agrees to pay the obligation represented by the Note; acknowledges that the Property described in Deed of Trust shall remain subject to the Deed of Trust; acknowledges that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the property; and agrees to be bound by all of the conditions and covenants contained in the Note and Deed of Trust. Grantee also agrees that the Deed of Trust shall secure all other sums that Grantee may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

4. Release of Grantor. Conditioned upon Grantor conveying all of its interest in the Property to Grantee concurrently herewith, Lender hereby releases Grantor from any and all liability on or under the Note or Deed of Trust. This release of Grantor applies only to the Note and the Deed of Trust and does not affect any other liability of Grantor to Lender. All other terms of this Agreement to the contrary notwithstanding, the remedies contained in the Deed of Trust shall remain in full force and effect in accordance with their terms.

Grantor assigns to the Grantee any right, title, and interest of the Grantor in all funds paid by the Grantor to the Lender for ground rents, taxes, special assessments, fire and other hazard insurance premiums, or any impounded funds required by the Deed of Trust. The Grantor authorizes the Beneficiary to recognize this assignment, with the understanding the Beneficiary will be indemnified and held harmless for any loss suffered in connection with this assignment.

5. Consent to Transfer. Lender hereby consents to the transfer of the Property to Grantee and waives any right to accelerate the entire unpaid balance of the Note by reason of such transfer, but such consent shall not be deemed to be a waiver of the right to require such consent to future transactions. Lender specifically reserves all of its rights and remedies established in the Note and Deed of Trust in the event of any further transfer of any interest in the Property.

6. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors-in-interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements of understandings, oral or written, between and among the parties hereto relating to the subject matter contained in the Agreement which are not fully expressed herein.

8. Acknowledgment of Receipt. Grantee acknowledges receipt of copies of the following documents evidencing the Loan described herein, all of which documents remain in full force and effect.

DOCUMENT

Note
Security Instrument
Cap Rider
Assumption Release

GRANTEE'S INITIALS

X
X
X
X

IN WITNESS WHEREOF, the parties named above have executed this Agreement as of the 28TH day of JANUARY, 2001.

"GRANTOR"

JAMES SNOWDEN

PATIL SNOWDEN

"GRANTEE"

DAVID GOLDRING

LAILA GOLDRING

ADDRESS: (Subject Property)

1291 WIND RIVER ROAD

CARSON, WA 98610

"LENDER"
OPTION ONE MORTGAGE CORPORATION
3 Ada
Irvine, CA 92618

BY FABIOLA N. CAMPERL VICE PRESIDENT

~~STATE OF WASHINGTON~~
STATE OF Nevada
COUNTY OF CLARK

On this 5th day of Feb., 2002, before me personally appeared James Snowden

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

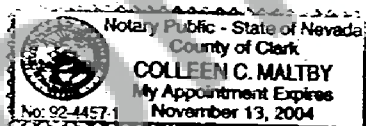
In Witness Whereof, I have hereunto set by hand affixed by official seal the day and year first above written.

Signature _____
Notary Public in and for said County and State

State of Nevada
County of Clark

Subscribed and sworn (or affirmed) to me this 5th day
of Feb., 2002 by James Snowden & Patti Snowden

Colleen C. Maltby
Notary's Signature



STATE OF WASHINGTON, }
County of Skamania } ss. ACKNOWLEDGMENT - Individual

On this day personally appeared before me David J. Golding and Laila S. Golding to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of March 2002

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

[Signature]
Notary Public in and for the State of Washington,
residing at 9-11-03
My appointment expires 9-13-03

STATE OF WASHINGTON, }
County of _____ } ss. ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____