

**When Recorded Return To:**  
**ServiceLink**  
**Loan Modification Solutions**  
**3220 El Camino Real**  
**Irvine, CA 92602**

**Document Title(s)**  
**Assignment and Assumption Agreement**

**Order No.:** 180062638 - fay

**Reference Number(s) of related document(s)**  
2008168825

Additional Reference Numbers on page \_\_\_\_\_

**Grantor(s) (Last, first and Middle Initial)**

SCHERLING, BRUCE A

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

PROF-2013-S3 LEGAL TITLE TRUST II, BY U.S. BANK NATIONAL  
ASSOCIATIONS, AS LEGAL TITLE TRUSTEE

**- (Trustee)**

Additional Grantees on page \_\_\_\_\_

**Legal Description** (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr)

LOT 2, BRIDGE VIEW HEIGHTS, BK B, PG 113, SKAMANIA COUNTY, WA

Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**

03072540020600

Additional Parcel Numbers on page \_\_\_\_\_

**The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.**

\_\_\_\_\_  
Signature of Requesting Party

When Recorded Return to:

Fay Servicing, LLC  
440 S. LaSalle St., Ste. 2000  
Chicago, IL 60605

Fay Servicing Loan No.: 000140581

180062638 - Fay [Space Above This Line For Recording Data]  
Parcel ID #: 03072540020600

Abbreviated Legal Description: Lot: 2, Block: N/A, Subdivision: Bridge View Heights

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of 11<sup>th</sup> day of October, 2018, by and among Bruce A. Scherling ("Original Borrower"), Bonita D. Green ("Assuming Borrower") and PROF-2013-S3 Legal Title Trust II, by U.S. Bank National Association, as Legal Title Trustee ("Lender").

**RECITALS**

WHEREAS, Original Borrower obtained a mortgage loan ("Loan") from IndyMac Bank, F.S.B. ("Original Lender"), which Loan is secured by certain land and improvements ("Property"), located at 211 SanJen Loop Road, Stevenson, WA 98648. The Property is more particularly described in Exhibit A, attached to this Agreement.

WHEREAS, Original Borrower obtained a promissory note evidencing the Loan, dated January 23, 2008, in the original principal amount of \$280,000.00, payable to Original Lender ("Note");

WHEREAS, to secure repayment of the Loan, Original Borrower obtained a Deed of Trust/Mortgage ("Security Instrument") of even date with the Note, which was recorded on January 28, 2008 in the land records of Skamania County, Washington, as Document #2008168825;

WHEREAS, Original Lender sold, assigned, and transferred all right, title, and interest of Original Lender in and to the Note and Security Instrument and Lender is now the owner and holder of the Note.

WHEREAS, Original Borrower has transferred or has agreed to transfer all of its rights, title, and interest in and to the Property to Assuming Borrower and Assuming Borrower has agreed to assume all of Original Borrower's rights, obligations, and liabilities created or arising under the Note and Security Instrument, with certain modifications to the Security Instrument as set forth in Exhibit B to this Agreement; and

WHEREAS, capitalized terms not defined in this Agreement shall have the meanings given to them in the Security Instrument.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **COVENANTS AND CONDITIONS**

**1. Assignment and Assumption of Obligation.** Original Borrower hereby assigns to Assuming Borrower, all of Original Borrower's rights, obligations, duties, covenants and responsibilities under the Note and Security Instrument. Assuming Borrower, jointly and severally if more than one, hereby assumes and agrees to pay all of the obligations of Original Borrower as provided in the Note and Security Instrument, assumes and agrees to perform all of the obligations, duties, covenants and responsibilities of Original Borrower under the Note and Security Instrument and to abide and be bound by all of the terms of the Note and Security Instrument, all as though the Note and Security Instrument had been made, executed and delivered by Assuming Borrower. A default by Original Borrower or Assuming Borrower under this Agreement shall be deemed an Event of Default under the Security Instrument.

**2. Execution of Documents.** Assuming Borrower agrees to execute UCC Financing Statements, in such form as approved by Lender or as otherwise required by applicable law.

**3. Assuming Borrower's Representations, Warranties and Covenants.** Assuming Borrower represents, warrants and covenants to Lender:

a. The Security Instrument is a valid first lien on the Property for the full unpaid amount of the Loan and other amounts as stated in the Security Instrument;

b. There are no defenses, offsets or counterclaims to the Note, the Security Instrument or the Purchase Agreement;

c. All provisions of the Note and Security Instrument are in full force and effect;

d. Assuming Borrower is a natural person with all requisite power and authority to conduct his or her own business as it is now being conducted and to own, lease or operate his or her properties and assets as and in the places where such business is now conducted, leased or operated;

e. The execution, delivery and performance of this Agreement by Assuming Borrower: (i) is within the powers of Assuming Borrower; (ii) has been duly authorized by all necessary action; and (iii) does not (a) require any consent or approval of any other entity or natural person, or (b) violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which Assuming Borrower is a party, or which is presently in effect and applicable to Assuming Borrower, or (c) violate any instrument or document to which Assuming Borrower is a party or require the consent of any other party to such document or instrument.

**4. Original Borrower's Representations and Warranties.** Original Borrower represents and warrants to Lender:

- a. There are no defaults by Original Borrower or Lender under the provisions of the Note and Security Instrument;
- b. There are no defenses, offsets or counterclaims to the Note and Security Instrument; and
- c. All provisions of the Note and Security Instrument are in full force and effect.

**5. Lender's Consent to Transfer.** Subject to the satisfaction of all conditions set forth in this Agreement, Lender consents to the transfer of the Property to Assuming Borrower and to the payment and performance by Assuming Borrower of the obligations of Original Borrower under the Note and Security Instrument. Lender's consent to the transfer of the Property to Assuming Borrower is not intended to be and shall not be construed as consent to any subsequent transfer, nor a waiver, as to any future transfer, of any provisions of the Note and Security Instrument which limit the transferability of the Property or any interest therein.

**6. Modification of Security Instrument.** Assuming Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B to this Assumption Agreement. Except as expressly modified by this Agreement, the Security Instrument will be unchanged and remain in full force and effect, and is hereby expressly approved, ratified, and confirmed.

**7. No Impairment of Lien.** All of the Property described in the Security Instrument shall remain subject to the lien, charge, or encumbrance of such Security Instrument, and nothing in this Agreement shall affect the lien of the Security Instrument on the Property or the priority of such liens over any other liens, charges, encumbrances or conveyances.

**8. Costs.** Original Borrower and Assuming Borrower agree to pay all reasonable attorneys' fees incurred by Lender in connection with Lender's consent to and approval of the transfer of the Property to Assuming Borrower, costs of recording and filing this Agreement and any other documents executed in connection with this Agreement, and the costs of a Lender's policy of title insurance, insuring the lien of the Security Instrument, as assigned to the Assuming Borrower, as a first lien on the Property, in form acceptable to Lender.

**9. Counterparts.** This Agreement may be signed in any number of counterparts required for the convenience of the parties, all of which when taken together shall form one and the same Agreement.

**10. Captions and Headings.** Captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

**11. Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the state in which the Property is located.

**12. Severability.** 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.

**13. Successors and Assigns.** Subject to the limitations on transfer in the Note and Security Instrument, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

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**ASSUMING BORROWER:**

Bonita D. Green  
BONITA D. GREEN

Megan Sam's  
Witness Signature

Printed Name: Megan Sam's

John M. Hust  
Witness Signature

Printed Name: John M. Hust

**ACKNOWLEDGMENT OF ASSUMING BORROWER:**

COUNTY OF CLARK

STATE OF WA

}  
} ss.  
}

On the 12<sup>th</sup> day of September, in the year 2018, before me, the undersigned, personally appeared Bonita D. Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they did execute the foregoing instrument in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the city of Vancouver, state of WA.

Brianna Sievers  
Notary Public

Printed Name: Brianna Sievers

My commission expires: 09/01/2020

NOTARY PUBLIC  
STATE OF WASHINGTON  
BRIANNA R SIEVERS  
MY COMMISSION EXPIRES  
AUGUST 1, 2020

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

Original Borrower executes this Agreement solely to acknowledge Assuming Borrower's assumption of the Loan, without Original Borrower incurring any newly-created obligations or liabilities by its execution of this Agreement.

**ORIGINAL BORROWER:**

Bruce A. Scherling  
BRUCE A. SCHERLING

Megan Sams  
Witness Signature

Printed Name: Megan Sams

John M. Aust  
Witness Signature

Printed Name: John M. Aust

**ACKNOWLEDGMENT OF ORIGINAL BORROWER:**

COUNTY OF CLARK }  
STATE OF WA } ss.

On the 12<sup>th</sup> day of September, in the year 2018, before me, the undersigned, personally appeared Bruce A. Scherling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they did execute the foregoing instrument in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the city of Vancouver, state of WA.

Brianna R Sievers  
Notary Public

Printed Name: Brianna Sievers

My commission expires: 09/01/2020

NOTARY PUBLIC  
STATE OF WASHINGTON  
BRIANNA R SIEVERS  
MY COMMISSION EXPIRES  
AUGUST 1, 2020



**LENDER:**

**PROF-2013-S3 Legal Title Trust II,  
by U.S. Bank National Association,  
as Legal Title Trustee**

By: Fay Servicing, LLC, its attorney-in-fact

By: \_\_\_\_\_

Name: [Signature]

Its: \_\_\_\_\_

Am't Sane FVP Servicing

10/11/18

[Signature]  
Witness Signature

Witness Signature

Printed Name: Christian Costa

Christian Costa

[Signature]  
Witness Signature

Witness Signature

Printed Name: LORRAINE PRIMOOS

LORRAINE PRIMOOS

**ACKNOWLEDGMENT OF LENDER:**

COUNTY OF COOK }

} ss.

STATE OF ILLINOIS }

On the 11th day of October, in the year 2018, before me, the undersigned, personally appeared Am't Sane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they did execute the foregoing instrument in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the city of Chicago, state of ILLINOIS.

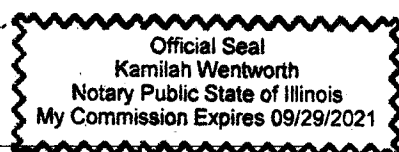
[Signature]  
Notary Public

Notary Public

Printed Name: Kamilah Wentworth

Kamilah Wentworth

My commission expires: \_\_\_\_\_





**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, BRIDGE VIEW HEIGHTS, according to the plat thereof, recorded in Book "B" of Plats, page 113, records of Skamania County, Washington

Unofficial  
Copy

**EXHIBIT B**

**MODIFICATIONS TO SECURITY INSTRUMENT**

1. As used in the Security Instrument, all references to Borrower will be deemed to refer to Assuming Borrower.

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Copy