

Skamania County, WA
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2024-001158

08/19/2024 01:43 PM

Request of: DOCUMENT RECORDING SERVICES

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WFRASM24724579

ASSUMPTION AGREEMENT

DOCUMENT DATE: 07/29/2024

GRANTOR:
ERRON J CAIN

GRANTEE:
TRACI L CAIN

LEGAL DESC: LT 2 WHITE SHORT PLAT, SKAMANIA CO, WA
FULL LEGAL PG 6

REFERENCE BOOKS/PAGES: RECORDED 05/02/2013 INST #2013000912

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

This Assumption Agreement (The "Agreement") is made this 29th day of July, 2024, by and between **ERRON J CAIN** (the "Borrowers") and **Wells Fargo Bank N.A.** (the "Lender"), and **TRACI L CAIN** (the "Sellers") to be effective 10th day of August, 2024, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by **ERRON J CAIN AND TRACI L CAIN** and dated the 12th day of April, 2013, in the original principal amount of **Two Hundred Sixty-One Thousand Five Hundred Twenty-Two And 00/100 Dollars (\$261,522.00)**.

The Note is secured by a First Lien Security Instrument executed by the Sellers and dated the 12th day of April, 2013, on certain real property located in **Skamania County, Washington**, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See Attached Exhibit A

which Security Instrument was duly recorded/filed on May 2, 2013, in the office of the County Recorder in and for **Skamania County, Washington** as **AFN # 2013000912**.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Borrowers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.
4. This Agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

In witness whereof, Buyers and Sellers have executed this Agreement.

Erron J Cain 8-10-24
- BORROWER - ERRON J CAIN - DATE -

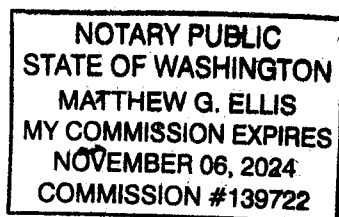
Traci L Cain 8/10/24
- SELLER - TRACI L CAIN - DATE -

STATE OF Washington

COUNTY OF Clark

On this day personally appeared before me Erion J. Cain,
to me known to be the individual or individuals described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of
August, 2024.



Matthew G. Ellis
Notary Public in and for the State of Washington

Residing at: Vancouver, WA

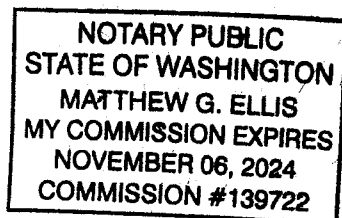
My Appointment Expires: 11/6/24

STATE OF Washington

COUNTY OF Clark

On this day personally appeared before me Traci L. Cain,
to me known to be the individual or individuals described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of
August, 2024.



Matthew G. Ellis
Notary Public in and for the State of Washington

Residing at: Vancouver, WA

My Appointment Expires: 11/6/24

Ash Harden

Title: **VP of Loan Documentation**
Wells Fargo Bank, N.A.

Ash Harden

STATE OF Minnesota

COUNTY OF Hennepin

} S.S.
}

On this July 30th 2024, before me, a Notary Public, in and for said County and State, personally appeared Ash Harden to me personally known, who being by me duly sworn did say that he/she is the VP of Loan Documentation respectively of the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said Ash Harden acknowledged said instrument to be the free act and deed of said corporation.

Alexis Bayless
Notary Public

01/31/2028
My Commission Expires

This instrument was drafted by:
Carol Springsteen

Wells Fargo Home Mortgage
Attn: Assumptions Post Closing
MAC N9408-03E
2710 5th Ave S
Minneapolis, MN 55408

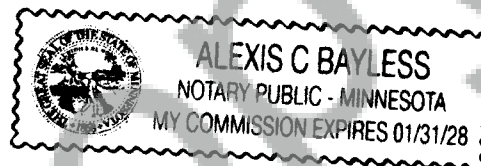


EXHIBIT "A"

The following described real estate, situated in the County of Skamania, State of Washington:

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 2 of the White Short Plat recorded in Book 3 of Short Plats, page 63, Skamania County Short Plat Records.

Parcel Number: 02063300080200

Unofficial
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