

E 3217139 B 7425 P 456-459  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/09/2020 01:02 PM  
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DEP RT REC'D FOR CSC



REF175326603A

### ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

WFRAS19194094

This Assumption Agreement (The "Agreement") is made this 5th day of December 2019, by and between CASEY-JO IRSIK (the "Buyers") and Wells Fargo Bank, N.A., (the "Lender") and ANTHONY J IRSIK (the "Sellers") to be effective 28 day of DECEMBER 2019, or the date document is recorded, whichever is applicable.

#### RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by ANTHONY J IRSIK and dated the 30th day of October, 2012, in the original principal amount of forty-six thousand one hundred forty-eight dollars and zero cents (\$46,148.00).

The Note is secured by a first Security Instrument executed by the Sellers and dated October 30, 2012, on certain real property located in Davis County, Utah, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED

which Security Instrument was duly recorded/filed on October 31, 2012, in the office of the County Recorder in and for Davis County, Utah as BOOK: 5639 PAGE: 2677.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers 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.

Sellers

Anthony J. Irsik  
ANTHONY J. IRSIK

Buyers

Casey-J. Irsik  
CASEY-J. IRSIK

N/A

N/A

N/A

N/A

N/A

N/A

STATE OF UTAH  
COUNTY OF DAVIS

S. S.

On 12/20/2019 before me, Brent Paulson Davis personally appeared ANTHONY J. IRSIK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Brent Paulson Davis

My Commission Expires: 07/20/2020

STATE OF UTAH  
COUNTY OF DAVIS

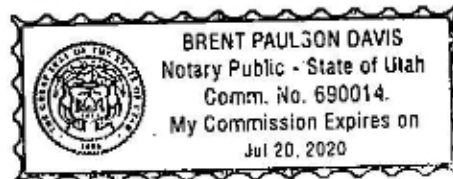
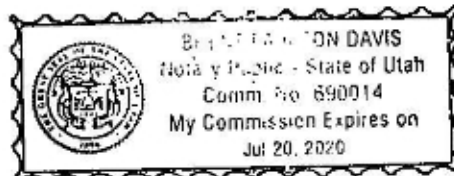
S. S.

On 12/20/2019 before me, Brent Paulson Davis personally appeared CASEY-J. IRSIK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Brent Paulson Davis

My Commission Expires: 07/20/2020



WELLS FARGO BANK N.A.



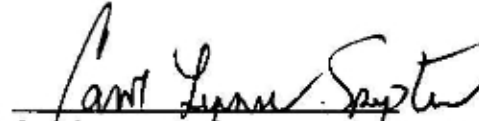
Hector J Flores Jr, VP of Loan Documentation, Wells Fargo Bank. N.A.

STATE OF TEXAS

} S. S.

COUNTY OF BEXAR

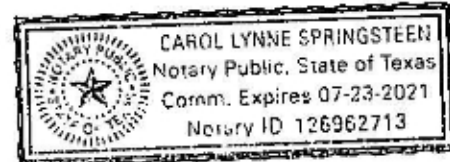
On this 12/5/2019, before me, a Notary Public, in and for said County and State, personally appeared Hector J Flores Jr to me personally known, who being by me duly sworn did say that he/she is the VP of Loan Documentation respectively of the corporation named in the foregoing instrument, and that the 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 Hector J Flores Jr acknowledged said instrument to be the free act and deed of said corporation.



CAROL LYNNE SPRINGSTEEN, Notary Public  
Commission Expires: July 23, 2021

Notary Commission No: 126962713  
This instrument was drafted by: JESSICA Y RODRIGUEZ  
Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.  
2701 Wells Fargo Way, Minneapolis, MN 55408  
MACN9408-053

Return to:  
Document Recording Services  
P.O. Box 3008  
Tallahassee, FL 32315-3008



# EXHIBIT "A"

## Legal Description

*The land referred to in this exhibit is situated in the county of Davis State of Utah, and is described as follows:*

Lot 27, MARSHALL HEIGHTS SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

*Tax ID No:* 10-062-0027