

Recording Requested By and Return To:
Quicken Loans Inc.
635 Woodward Ave.
Detroit, MI 48226

Parcel Identification Number: 00-0001-4055

Loan No: 3316030289

70761199-7368229

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

This agreement ("Agreement") is made on 6/17/2021, between DOROTHY I GEORGE, whose address is 854 N 50 W MIDWAY UT 84049 (the "Original Mortgagor"); LAURI NEAL, married woman, whose address is 854 N 50 W MIDWAY UT 84049 (the "Assuming Mortgagor"); and Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for QUICKEN LOANS INC., its successors and assigns (the "Mortgagee"), whose address is 1050 WOODWARD AVE., DETROIT, MICHIGAN 48226.

WITNESSETH:

WHEREAS:

A Note ("Note") on the principal sum of \$226,000 was executed on June 22, 2009, and delivered unto Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for QUICKEN LOANS INC. for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note;

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") with INSTRUMENT NUMBER ³⁴⁹⁶⁷⁷~~349667~~, BK:0994, PG:1591-1605 was also recorded on June 26, 2009 in the official record of the County Recorder's or Clerk's Office of Wasatch, Utah, and which Security Instrument covered the premises described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Original Mortgagor is to convey the premises described above to Assuming Mortgagor, and Assuming Mortgagor desires to assume liability for payment of the Mortgage; 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:

1. Mortgagee will not declare all sums secured by the Mortgage to be immediately due and payable by reason of the anticipated transfer.
2. Mortgagee unequivocally accepts Assuming Mortgagor as the primary obligor to pay the remaining indebtedness as set forth below.
3. Upon assuming this loan, it will be reflected on the Assuming Mortgagor's credit report as of the assumption date, and the payment history will be reported to the credit bureaus monthly.
4. Assuming Mortgagor does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current

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principal balance of \$172,262.22, together with interest thereon at the present rate of 4.87500% per annum, in equal monthly installments of \$ 1,196.01, including interest, on the first day of each month beginning July 1, 2021, together with any amounts required for escrow deposits all as set forth in the Mortgage and any fees, costs, and charges that have previously accrued on the loan. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on July 1, 2039. 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.

- 5. Original Mortgagor hereby relinquishes and transfers to Assuming Mortgagor all of Original Mortgagor's interest in any monies which may be held by Mortgagee 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 Mortgagee. Assuming Mortgagor 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.
- 6. Mortgagee does hereby relieve and release Original Mortgagor 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 Mortgage.
- 7. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.
- 8. 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 Assuming Mortgagor as if these agreements had been originally executed by Assuming Mortgagor.
- 9. 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 Original Mortgagor, Assuming Mortgagor is nevertheless bound by this Agreement.

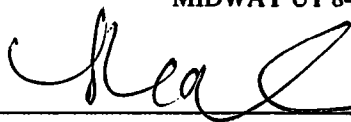
IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

Original Mortgagor:



DOROTHY I GEORGE by LAURI NEAL by warranty deed of property address 854 N 50 W
MIDWAY UT 84049-Seller

Assuming Mortgagor:

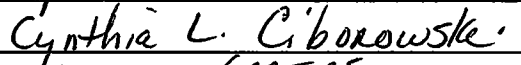


LAURI NEAL-Buyer

Mortgagee:

QUICKEN LOANS INC.

By: 

Its: 
ASST. SEC. OF MERS
(Printed Name and Title)

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- Original Mortgagor Acknowledgment -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah
County of Wasatch

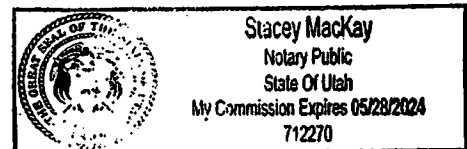
On 6/10/21 before me, Lauri Neal (insert name and title of the officer), personally appeared DOROTHY I GEORGE by LAURI NEAL by warranty deed of property address 854 N 50 W MIDWAY UT 84049, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness: Stacey MacKay / Jordyn Graves

WITNESS my hand and official seal.

Signature Stacey MacKay (Seal)



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Assuming Acknowledgment -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah
County of Wasatch

On 6/10/21 before me, Lauri Neal (insert name and title of the officer), personally appeared LAURI NEAL, who 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness: Stacey Mackay / Jordyn Graves

WITNESS my hand and official seal.

Signature Stacey Mackay (Seal)



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-Mortgagee's Acknowledgment -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ^{mi}~~state~~
County of Wayne

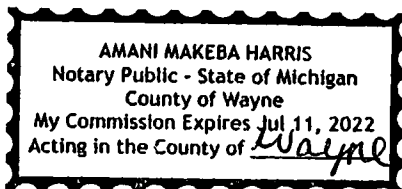
On June 17, 2021 before me, Amani Makeba Harris (insert name and title of the officer), personally appeared Cynthia L. Cibrowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness: James Winbush
James Winbush

WITNESS my hand and official seal.

Signature Amani Makeba Harris (Seal)



LEGAL DESCRIPTION

COUNTY of WASATCH :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
ALL OF LOT 25, MIDWAY FARMS SUBDIVISION NO. 2, AMENDED,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE RECORDER, WASATCH COUNTY, UTAH.
A.P.N.: 00-0001-4055