



\*W3002278\*

E# 3002278 PG 1 OF 4  
Leann H. Kilts, WEBER COUNTY RECORDER  
11-Sep-19 0837 AM FEE \$40.00 DEP ZG  
REC FOR: SERVICELINK HOME EQUITY  
ELECTRONICALLY RECORDED

Grantee Address  
3537 North Fox Run #712  
Eden UT 84310

Parcel ID 22-213-0012

MIN: 1001214 0360044671 8

Record and Return To:  
ServiceLink  
1355 Cherrington Parkway  
Moon Township, PA 15108  
25439551  
MERS Phone 1-888-679-6377

### ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

This Assumption Agreement (The "Agreement") is made this 19th day of August 2019, by and between Todd H Taft (the "Buyers") and Wells Fargo Bank N.A., (the "Lender") and Todd H Taft, Julianne Tronier (the "Sellers") to be effective 30 day of August, 2019, or the date document is recorded, whichever is applicable.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

#### RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by Todd H Taft, Julianne Tronier (the "Sellers") and dated the 22nd day of June, 2017, in the original principal amount of one hundred sixty-five thousand dollars and zero cents (\$165,000.00).

The Note is secured by a first security instrument executed by the Sellers and dated June 22, 2017, on certain real property located in Weber County, Utah, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: SEE ATTACHED - EXHIBIT A

which Security Instrument was duly recorded/filed on June 23, 2017, in the office of the County Recorder in and for Weber County, Utah as Instrument Number 2864421.

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**

**Buyers**

Todd H. Taft  
Todd H Taft

Todd H. Taft  
Todd H Taft

Julianne Tromier  
Julianne Tromier

\_\_\_\_\_  
N/A

\_\_\_\_\_  
N/A

\_\_\_\_\_  
N/A

\_\_\_\_\_  
N/A

\_\_\_\_\_  
N/A

STATE OF UTAH  
COUNTY OF SALT LAKE } S. S.

On 8-30-2019 before me, LENI MICHIE personally appeared TODD H. TAFT 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: LENI MICHIE  
My Commission Expires: 6/26/2020

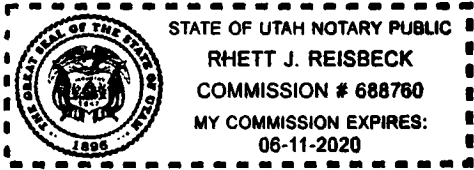


STATE OF UTAH  
COUNTY OF SALT LAKE } S. S.

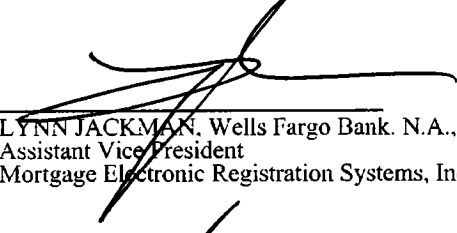
On 9/9/19 before me, RHETT J. REISBECK personally appeared JULIANNE TROMIER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: RHETT J. REISBECK  
My Commission Expires: 6/11/20



WELLS FARGO BANK N.A.


  
LYNN JACKMAN, Wells Fargo Bank, N.A., \_\_\_\_\_  
Assistant Vice President  
Mortgage Electronic Registration Systems, Inc., Nominee for Lender

  
LYNN JACKMAN,  
Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

STATE OF Minnesota  
COUNTY OF Hennepin

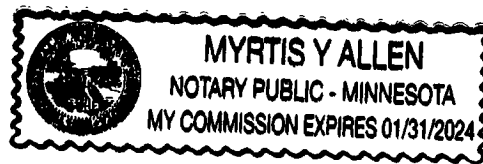
} S. S.

On this date of August 19, 2019 before me, a Notary Public, in and for said County and State, personally appeared LYNN JACKMAN to me personally known, who being by me duly sworn did say that they are the Assistant Vice President of Mortgage Electronic Registration Systems, Inc., Nominee for Lender of the corporation named in the foregoing instrument, and LYNN JACKMAN as Assistant Secretary of Mortgage Electronic Registration Systems, Inc 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 LYNN JACKMAN acknowledged said instrument to be the free act and deed of said corporation.

  
MYRTIS ALLEN, Notary Public  
Commission Expires: 11/31/2024

This instrument was drafted by:  
HEATHER MARIE SLINDE

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.  
2701 Wells Fargo Way  
Minneapolis, MN 55408  
MACN9408-053



# **EXHIBIT "A"**

## **Legal Description**

Unit 712, Building 7, MOOSE HOLLOW CONDOMINIUM PHASE 4 AMENDED, Weber County, Utah, according to the Record of Survey Map, and any amendments thereto, and described in the Declaration of Condominium, and any amendments thereto, on file and of record in the Weber County Recorder's Office.

Together with the undivided ownership interest in the common areas and facilities which is appurtenant to said unit.

22-213-0012