Document 2026 3379

Book 2026 Page 3379 Pages 11
Date 11/12/2026 Time 11:50:22AM
Rec Amt $57.00

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Recording Requested By/Return To:
JAMIE JUNG
INDECOMM GLOBAL SERVICES
ATTN: FD NR 9915
1427 ENERGY PARK DR.
ST. PAUL, MN 55108

This Instrument Prepared By:
JACK BUTLER
NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034
1 (888) 483-4036
TaxPayer:
JARIN GAMET
703 N 10TH AVE
WINTERSET, IOWA 50273

2
2

LOAN ASSUMPTION AGREEMENT

Loan Number: 9741477278

Grantor(s): **JARIN GAMET AND AUDREY GAMET, A MARRIED COUPLE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**
Grantee(s): **NEWREZ LLC**
Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee, as nominee for Gershman Investment Corp. D/B/A Gershman Mortgage, its successors and assigns
A full Legal Description is located on page 2 of the LOAN ASSUMPTION AGREEMENT.
REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED OCTOBER 6, 2021 AT BOOK 2021, PAGE 4144
Assessor's Property Tax Parcel Account Number(s): **839006500015900**

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NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034
1 (888) 483-4036

Parcel Identification Number:
839006500015900

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LOAN ASSUMPTION AGREEMENT

Property Address: 703 N 10TH AVE, WINTERSET, IOWA 50273
Loan Number: 9741477278
VA Partial Claim Loan No. N/A
Primary VA Guaranteed Loan No. 33-33-6-0287073

MIN: 100063000001626219

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **NOVEMBER 10, 2026**, between **BENJAMIN J BAKER** ("Transferor") and **JARIN GAMET AND AUDREY GAMET, A MARRIED COUPLE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** ("Transferee"), and **NEWREZ LLC** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee, as nominee for Gershman Investment Corp. D/B/A Gershman Mortgage, its successors and assigns, amends and supplements that certain

promissory note ("Note") dated **OCTOBER 04, 2021**, in the original principal amount of **$384,800.00** executed by **BENJAMIN J BAKER** ("Maker") payable to the order of **Gershman Investment Corp. D/B/A Gershman Mortgage** in accordance with the terms set forth therein. Transferor and Transferee acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement.

The Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **OCTOBER 04, 2021** and **RECORDED OCTOBER 6, 2021 AT BOOK 2021, PAGE 4144**. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

703 N 10TH AVE, WINTERSET, IOWA 50273
(Property Address)

the real property described being set forth as follows:
LEGAL DESCRIPTION:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF EXHIBIT A
Tax Parcel No.: **839006500015900**

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Lender, who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Acknowledgment and Assumption.** Transferor and Transferee acknowledge that as of **NOVEMBER 09, 2026**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **$338,090.00**. Transferee hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. **$338,090.00**, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior

Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. **Release of Transferor.** Lender releases Transferor from all personal liability under the Note and the Security Instrument and agrees that any action taken to enforce the collection of any obligation evidenced by the Note or the Security Instrument shall be confined to the value of the Property insofar as Transferor is concerned and in no case shall Transferor be subject to suit, claim, or demand by Lender for any deficiency.

3. **Waiver of Due-on-Transfer Clause.** In consideration of the assumption of the Note and Security Instrument by Transferee as described above, Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale or transfer by Transferor to Transferee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sales or transfers.

4. **Prepayment.** Transferor hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with applicable law, Transferor assigns and transfers to Transferee any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Transferee.

5. **No Impairment of Lien.** Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. **Transfer of the Property or a Beneficial Interest in Transferee.** As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferee must pay all sums secured by the Security Instrument. If Transferee fail[s] to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Transferee. Transferee understand[s] that any notices to be provided to Transferee by Lender are expressly conditioned on Transferee providing notice to Lender in the manner provided in the Security

Instrument of any change in address from that stated herein.

7. Loan Documentation. As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferee acknowledges and reaffirms Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in the Security Instrument.

8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, tel. (888) 679-MERS.

9. Partial Invalidity. In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.

10. Miscellaneous. Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted by applicable law. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

11. No Oral Agreements. The written loan documents, including the Note, the Security Instrument, and this Agreement, represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the day and year first above written.

Transferee:

_____ (Seal) Date: 11/10/26
JARIN GAMET

_____ (Seal) Date: 11/10/26
AUDREY GAMET

Transferee's Address:
703 N 10TH AVE
WINTERSET, IOWA 50273

Transferor:

_____ (Seal) Date: 11/10/26

BENJAMIN J BAKER

Transferor's Address:
703 N 10TH AVE
WINTERSET, IA 50273

[Space Below This Line For Acknowledgments]

State of **IOWA**
(County) of **POLK**

This instrument was acknowledged before me on 11/10/26
by **JARIN GAMET and AUDREY GAMET**.

_____
(signature of notarial officer)

[Stamp] LAURA MARIE COOK
Commission Number 826661
My Commission Expires
September 25, 2029

Title of office: Notary Public

My Commission expires: 9/25/29

[ ] This notarial act involved the use of communication technology.

State of **IOWA**
(County) of **POLK**

This instrument was acknowledged before me on 11/10/26,
_____ by **BENJAMIN J BAKER**.

[Stamp]



(signature of notarial officer)

Title of office: Notary Public

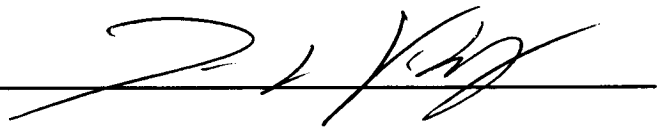
My Commission expires: 9/25/29

[ ] This notarial act involved the use of communication technology.

In Witness Whereof, the Lender has accepted and executed this Agreement.

Lender

NEWREZ LLC

By: 

Printed Name: Jacob VanderWyck

Title: Manager Corporate Operations

Date: 11/9/2026

Mortgage Electronic Registration Systems, Inc., as mortgagee

By: 

Printed Name: Jacob VanderWyck

Date: 11/9/2026

Loan Number: 9741477278

State of ~~IOWA~~ PENNSYLVANIA

(County) of ~~POLK~~ MONTGOMERY

This instrument was acknowledged before me on 11/9/2026 by Jacob VanderWyck as Manager Corporate Operations of **NEWREZ LLC**.

Commonwealth of Pennsylvania - Notary Seal
Andrew F. Adamski, Notary Public
Montgomery County
My commission expires September 21, 2030
Commission number 1205011
Member, Pennsylvania Association of Notaries

[SEAL]

Andrew F Adamski
(signature of notarial officer)

NOTARY PUBLIC
Title (and Rank)

My Commission Expires: 09/21/2030

State of ~~IOWA~~ PENNSYLVANIA

(County) of ~~POLK~~ MONTGOMERY

This instrument was acknowledged before me on 11/9/2026 by Jacob VanderWyck as **Assistant Secretary** of **Mortgage Electronic Registration Systems, Inc., as mortgagee**.

[SEAL]

Commonwealth of Pennsylvania - Notary Seal
Andrew F. Adamski, Notary Public
Montgomery County
My commission expires September 21, 2030
Commission number 1205011
Member, Pennsylvania Association of Notaries

Andrew F Adamski
(signature of notarial officer)

NOTARY PUBLIC
Title (and Rank)

My Commission Expires: 09/21/2030

Lot Nine (9) of Corkrean & Watts Addition Plat Six (6), an Addition to the City of Winterset, Madison County, Iowa.