

BK: 2019 PG: 1659
Recorded: 6/5/2019 at 12:29:36.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Requested By and
When Recorded Return To:
ServiceLink Loan Mod Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124

ASSUMPTION AGREEMENT

190903294-SEL

LOAN NUMBER: 3144995

This Assumption Agreement ("Agreement") is made effective as of the 7th day of May, 2019 by and between Christine M West and Roger W West ("New Borrowers"), and Anthium, LLC ("Noteholder"), by and through Selene Finance LP, its Servicer and Attorney-in-Fact.

BACKGROUND:

A. Noteholder is the holder of that certain Note dated September 26, 2007, recorded on October 02, 2007, Instrument Number 2007 3700 Book 2007 Page 3700 (the "Note") in the original principal amount of eighty six thousand seven hundred eighty two and 00/100ths "DOLLARS" [(\$86,782.00)] made by Christine M West (the "Original Borrower(s)") to EverBank ("Original Lender"). To secure the repayment of the Note the Original Borrower(s) together with Roger W West executed and delivered a Mortgage (the "Security Instrument") that grants a lien on the property described in Security Instrument in connection with the property located at 215 S. Railroad St, Truro, IA 50257, (the "Property"). Said Security Instrument was subsequently assigned by certain mesne assignments of mortgage, naming Noteholder as the last assignee of record.

B. New Borrower(s) have requested that the Noteholder modify the terms of the Note and Security Instrument. In connection with the granting of such request, Noteholder requires that New Borrower(s) assume all of the obligations under the Note and Security Instrument.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noteholder and New Borrower(s) agree as follows:

1. Assumption of Obligations. The New Borrower(s) hereby assume all of the payment and performance obligations with the same force and effect of the Original Borrower(s) set forth in the Note and the Security Instrument in accordance with the respective terms and conditions, as modified by this Agreement and any subsequent Loan Modification Agreement, including without limitation, payment of all sums due under the Note.
2. Modification of Note and Security Instrument. New Borrower(s) agree that they shall enter into a Loan Modification Agreement with Noteholder which will modify certain terms of the Note and Security Instrument. The Loan Modification Agreement shall be executed by Noteholder and New Borrowers(s) concurrently with the execution of this Agreement.
3. Limitation of Amendment. Except as expressly stated herein and under the Loan Modification Agreement, all terms and conditions of the Note and the Security Instrument shall remain unchanged and in full force and effect.
4. Miscellaneous.
 - (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located.
 - (b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEW BORROWER(S):

Christine M. West
Christine M West

Roger W. West
Roger W West

Witnesses:

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Borrower Acknowledgement

STATE OF IOWA
COUNTY OF MADISON

On this 24 day of MAY, 2019, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgements), appeared the within named CHRISTINE M. WEST & ROGER W. WEST, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Personally Known _____ OR Produced Identification X
Type of Identification Produced DRIVER LICENSES

In WITNESS THEREOF, I have set my hand and official seal this 24 day of May, 2019.



Signature: M. G. Friedel
(Notary Public)

My commission expires: AUG 28 2021

(SEAL)

NOTEHOLDER:

Anthium, LLC

By: Selene Finance LP, its Servicer and Attorney-in-Fact

By: _____

[Handwritten Signature]

Name: Tonya Higginbotham

Title: Assistant Vice President

Witnesses:

Margo Wise
Witness Signature

Margo Wise
Witness Printed Name

A-C-
Witness Signature

Scott Cullen
Witness Printed Name

Lender Acknowledgment

STATE OF Florida
COUNTY OF Duval

On this 31st day of May, 2019, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgements), duly commissioned, qualified and actin within and for said County and State, appeared in person the within named Tonya Higginbotham (being the person or persons authorized by said LIMITED PARTNERSHIP, to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated and acknowledged that he she was the Assistant Vice President of SELENE FINANCE LP, as servicer for Anthium, LLC, and was duly authorized in his her respective capacity to execute the forgoing instrument(s) for and in the name and behalf of said LIMITED PARNERSHIP, and further stated and acknowledged that he she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In WITNESS THEREOF, I have set my hand and official seal this 31st day of May, 2019.



Kristina Gorman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG068928
Expires 2/2/2021

Signature: [Handwritten Signature]
(Notary Public)

My commission expires: 2/2/2021

(SEAL)

EXHIBIT A

BORROWER(S): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND

LOAN NUMBER: 3144995

LEGAL DESCRIPTION:

STATE OF IOWA, COUNTY OF MADISON, AND DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF (N 1/2) OF LOTS ELEVEN (11) AND TWELVE (12) IN BLOCK NINE (9) OF THE ORIGINAL TOWN OF TRURO, MADISON COUNTY, IOWA.

Parcel ID Number: 890 890000109094000 00

ALSO KNOWN AS: 215 S. RAILROAD ST, TRURO, IA 50257

