LOAN/MORTGAGE ASSIGNMENT (and ASSUMPTION) AGREEMENT

Effective Date:

Assignor (Current Borrower): , a/an
with an address of , .

Assignee (New Borrower): , a/an
with an address of , .

Property: • **APN/Parcel ID**:
Legal Description: SEE SCHEDULE A

1. Background

Assignor is the borrower under the Loan Documents in Section 12 (Loan Snapshot), secured by a recorded on the Property. The parties intend a mortgage assumption subject to any due-on-sale clause and required lender consent.

2. Assignment by Assignor

For good and valuable consideration, Assignor assigns, transfers, and conveys to Assignee all rights and obligations of the "Borrower" under the Loan Documents, from and after the Effective Date, subject to the Loan Documents and written Lender Consent.

3. Assumption by Assignee

Assignee accepts the assignment and assumes all Borrower duties (payment, escrow/impounds, insurance, and covenants) under the Loan Documents from and after the Effective Date. Pre-Effective Date liabilities remain with Assignor unless expressly listed in Section 13 (Assumed Pre-Effective Items).

4. Consideration

Assignee will pay Assignor $ by on or before the Effective Date. The parties acknowledge that the consideration is fair and sufficient.

5. Condition Precedent; Due-on-Sale

This Agreement is conditioned on written Lender/Noteholder/Servicer consent to the assumption (the "Lender Consent"). Until consent (or a written waiver of the due-on-sale-clause) is obtained, Assignor remains liable, and Lender retains remedies. If consent is denied or not received by , either party may rescind by notice, with tender-back of consideration.

6. Status; Accuracy

As of the Effective Date, the Loan Snapshot in Section 12 is accurate to each party's knowledge. Parties will update each other and the Lender/Servicer if any item is inaccurate or changes before closing.

7. Costs; Taxes; Recording

pays assumption/transfer fees, recording or notary charges (if recorded), and any county transfer taxes. Parties will sign documents reasonably required by the Lender/Servicer, title/escrow, or recorder.

8. Indemnity (Pre- Vs. Post-Effective Date)

Assignor will defend and indemnify Assignee against pre-Effective Date borrower defaults/charges not expressly assumed in Section 13. Assignee will defend and indemnify Assignor against post-Effective Date borrower defaults/charges.

9. Further Assurances

Each party will execute additional documents reasonably required to effect the assignment and assumption, including insurer notifications and escrow/tax account updates.

10. Notices

Notices must be written and delivered to the addresses above (or later updated) by personal delivery, certified mail, reputable courier, or agreed email with confirmation.

11. General Provisions

Governing Law , without regard to its conflict-of-laws rules.

Entire Agreement; Severability. This document (including Sections 12-13 and Schedule A) is the entire agreement; invalid terms are severed.

Successors and Assigns. Binds and benefits the parties and their successors and assigns.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

No Third-Party Beneficiaries. None, except with respect to Lender Consent.

12. Loan Snapshot

Note Date: • Original Principal: $ • Loan No.:

Security Instrument: recorded as in

Rate/Type: • Maturity:

Monthly P&I: $ • Escrow: • Next Payment Due:

UPB (approx.): $ as of • Arrears/Late/Other:

Insurance: • Tax Parcel/Account: • Assessor's Parcel Number (APN):

13. Encumbrances & Assumed Pre-Effective Items (Write "None" where nonapplicable)

Junior Liens/Assignments:

Assumption-Related Fees (Lender/Servicer):

Assumed Pre-Effective Items:

Signatures

Assignor:

By:_____

Name/Title: Date:

Assignee:

By:_____

Name/Title: Date:

Schedule A – Legal Description

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