



ASSUMPTION AGREEMENT

Unsecured and Subrogated

Prepared by: Agent _____ Phone _____
Broker _____ Email _____

DATE: _____, 20____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. This assumption agreement is entered into by

1.1 _____, as the Buyer,

1.2 and _____, as the Seller,

1.3 regarding Buyer's acquisition of real estate referred to as _____

2. FIRST TRUST DEED NOTE:

2.1 Buyer is acquiring title to the real estate subject to a first trust deed dated _____,

2.2 executed by _____, as the Trustor,

2.3 in which _____ is the Beneficiary,

2.4 recorded on _____, as Instrument No. _____, in the Official Records
of _____ County, California, and

2.5 given to secure a promissory note of the same date for the principal sum of \$_____.

3. SECOND TRUST DEED NOTE:

3.1 Buyer is acquiring title to the real estate subject to a second trust deed dated _____,

3.2 executed by _____, as the Trustor,

3.3 in which _____ is the Beneficiary,

3.4 recorded on _____, as Instrument No. _____, in the Official Records
of _____ County, California, and

3.5 given to secure a promissory note of the same date for the principal sum of \$_____.

AGREEMENT:

4. Seller hereby assigns and delegates to Buyer all rights and obligations in the above note(s) and trust deed(s).

5. Buyer hereby assumes and agrees to timely pay the debt evidenced by the above promissory note(s) and to perform all of Trustor's obligations under the trust deed(s) securing the note(s).

6. This agreement is made for the benefit of the Beneficiary(ies) of the trust deed(s) securing the note(s).

7. Should Buyer or Buyer's successors default in the performance of this agreement, the whole sum of the principal and interest on the assumed indebtedness(es) shall become immediately due at the option of the holder of this assumption agreement.

7.1 On default, Seller shall become subrogated to the interest of Beneficiary under the defaulted note and trust deed.

8. In any action to enforce this agreement, the prevailing party shall receive attorney fees.

I agree to the terms stated above.

Date: _____, 20____

Seller: _____

Seller: _____

I agree to the terms stated above.

Date: _____, 20____

Buyer: _____

Buyer: _____