

After recording return to:

HomeStreet Bank  
Northern Funding Center  
Two Union Square  
601 Union Street, Suite 2000  
Seattle, WA 98101-2326  
Attn.: Adam Greenwood, *Single Family Portfolio Asset Management*

## ASSUMPTION AGREEMENT WITH RELEASE

THIS AGREEMENT is made April 11, 2019 between JAMIE K VILLANUEVA (GRANTOR), ADILBERTO DELFINO VILLANUEVA AND MIRANDA LYNN VILLANUEVA (GRANTEE) and HomeStreet Bank (LENDER), a Washington state chartered savings bank, whose mailing address is 2000 Two Union Square, 601 Union Street, Seattle, Washington 98101-2326 for an assumption and release with respect to that promissory Note dated MARCH 18, 2009, in the original amount of \$137,362.00, bearing interest at the rate of 4.500 percent per annum, secured by a Deed of Trust of the same date, made by GRANTOR to HomeStreet Bank recorded on March 19, 2009, in the office of the KLAMATH County recorder in the State of OREGON, under auditor's file number 2009-003958 secured by the following described property:

The N1/2 of Lot 18 in Block 6 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon..

which has the address of 3040 CREST ST, KLAMATH FALLS OR 97603

and a property tax parcel number of R540533

WHEREAS, LENDER acquired the Note and Deed of Trust described above by an assignment dated NA and recorded under auditor's file number NA.

WHEREAS, GRANTOR is indebted to LENDER under the Note and Deed of Trust described above, payable in monthly installments of \$695.99 due on the first day of each month.

WHEREAS, GRANTOR desires to sell and GRANTEE desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Deed of Trust requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default under such Deed of Trust, and GRANTOR and GRANTEE wish to obtain the consent of LENDER to such a sale or transfer.

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on APRIL 11, 2019 or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER is \$110,276.30 as of such date, subject to payment of all checks in process of collection.

2. ASSUMPTION. GRANTEE hereby assumes such indebtedness as noted in Paragraph 1 above, and shall hereafter make all monthly payments as called for in the Note and Deed of Trust. If the agreement is entered into after the date of the transfer of the property, GRANTEE agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, GRANTEE agrees to abide by all provisions of such Note and of such Deed of Trust securing such indebtedness as described above. In the event of any default by GRANTEE under the terms of such Note or such Deed of Trust, LENDER may exercise all remedies available to it under the terms of such Note or Deed of Trust, including an action at law against GRANTEE to collect any moneys due under the Note, and exercise of the remedies contained in paragraph 18 of the Deed of Trust.

3. FUNDS FOR TAXES AND INSURANCE. GRANTOR hereby relinquishes and transfers to GRANTEE all GRANTOR'S interest in any moneys which may be held by LENDER as escrow deposits

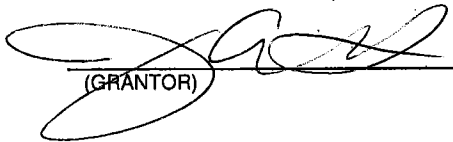
for the purposes of application of taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER. GRANTEE assumes the liability for payment of any unpaid taxes, assessments, fire or other insurance and agrees to continue making monthly deposits for such purposes as required by LENDER.

4. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to GRANTEE by GRANTOR, hereby accepts GRANTEE as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of GRANTOR to the name of GRANTEE, and LENDER shall henceforth in all respects treat GRANTEE as its Grantor. LENDER hereby releases GRANTOR from all obligations or liabilities under such Note or Deed of Trust. All other terms of this agreement to the contrary notwithstanding, the remedies contained in paragraph 18 of the Deed of Trust shall remain in full force and effect in accordance with their terms.

5. FURTHER TRANSFER OF PROPERTY. GRANTEE agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Deed of Trust, and such restriction shall continue in full force and any future transfer or sale by GRANTEE without the written consent of LENDER shall constitute a default of the terms of such Deed of Trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such Note and Deed of Trust.

6. Wherever the words "GRANTOR" or "GRANTEE" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

IN WITNESS THEREOF, the parties have executed this agreement.

 Formerly known as Jamie Villanueva  
(GRANTOR)

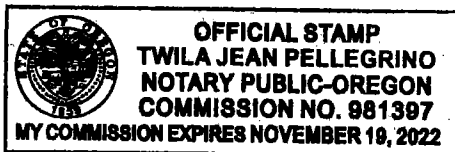
(GRANTOR)

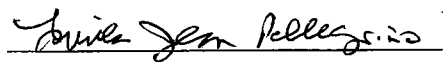
State of Oregon  
County of Klamath

On this 15<sup>th</sup> day of APRIL, A.D. 2019, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared JAMIE K VILLANUEVA to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that SHE signed and sealed the said instrument as HER free and voluntary act and deed for the uses and purposes therein mentioned.

\* Jamie Clive  
formerly known  
as Jamie  
Villanueva

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



  
Notary Public in and for the State of Oregon  
residing at Klamath Falls, Oregon  
My commission expires 11-19-2022

IN WITNESS THEREOF, the parties have executed this agreement.

\_\_\_\_\_  
(GRANTEE)

\_\_\_\_\_  
(GRANTEE)

\_\_\_\_\_  
(GRANTEE)

State of Oregon  
County of

On this \_\_\_\_\_ day of APRIL, A.D. 2019, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared ADILBERTO DELFINO VILLANUEVA AND MIRANDA LYNN VILLANUEVA to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that THEY signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.


WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of

residing at  
My commission expires

**BENEFICIARY**

HOMESTREET BANK

  
\_\_\_\_\_  
Its Vice President

**Karen D. Wilson, VP**

State of Washington  
County of Snohomish

On this 11<sup>th</sup> day of APRIL, A.D. 2019, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared KAREN WILSON, to me known to be the Vice President of HomeStreet Bank, the corporation that executed the foregoing instrument and acknowledged the said purposes therein mentioned, and on oath state that they are authorized to execute the said instrument and that the seal affixed is the corporation seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



  
\_\_\_\_\_

Notary Public in and for the State of WASHINGTON  
Washington  
residing at SNOHOMISH  
My commission expires SEPT 17<sup>th</sup>, 2019

IN WITNESS THEREOF, the parties have executed this agreement.

Adilberto Delfino Villanueva  
(GRANTEE)

Miranda Lynn Villanueva  
(GRANTEE)

\_\_\_\_\_  
(GRANTEE)

State of Oregon  
County of Klamath

On this 15<sup>th</sup> day of APRIL, A.D. 2019, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared ADILBERTO DELFINO VILLANUEVA AND MIRANDA LYNN VILLANUEVA to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that THEY signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



\_\_\_\_\_  
Notary Public in and for the State of OR  
residing at Klamath County  
My commission expires 2-21-21

**BENEFICIARY**

HOMESTREET BANK

\_\_\_\_\_  
Its Vice President

State of Washington  
County of Snohomish

On this \_\_\_\_\_ day of APRIL, A.D. 2019, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared KAREN WILSON, to me known to be the Vice President of HomeStreet Bank, the corporation that executed the foregoing instrument and acknowledged the said purposes therein mentioned, and on oath state that they are authorized to execute the said instrument and that the seal affixed is the corporation seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_