

2023-010918

Klamath County, Oregon

12/22/2023 08:30:01 AM

Fee: \$122.00

**RECORDING COVER SHEET (Please print or type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**After Recording Return To:**

~~Magnolia Bank, Inc., a Kentucky Chartered Bank,  
serviced by Lakeview, subserviced by Nationstar  
Mortgage, LLC dba Mr. Cooper~~  
[Name]

**ROBERT EARL SIMMONS**

[Attention]

**8950 Cypress Waters Blvd**

[Street Address]

**Dallas, TX 75019**

[City, State Zip Code]

Record and Return To:

ServiceLink

1355 Cherrington Parkway  
Moon Township, PA 15108

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Loan # 0691505440

MIN #100818200100411400

MERS TELEPHONE 1-888-679-6377

**1. TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Loan Assumption Agreement

**2. DIRECT PARTY/GRANTOR(S) ORS 205.125(1)(b) and 205.160. Grantor(s) address(es) ORS 205.234 1(b)**

**TYLER WILLIAM WAGNER, A MARRIED MAN, 11375 RED WING LOOP 123, KENO, OR 97627**

**3. INDIRECT PARTY/GRANTEE(S) ORS 205.125(1)(a) and 205.160. Grantee(s) address(es) ORS 205.234 1(b)**

**MERS, as nominee for Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper, 8950 Cypress Waters Blvd, Dallas, TX 75019**

**4. TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other**

\$

☐ Other

**5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS ORS 93.260**

**Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper, 2780 Lake Vista Drive, Lewisville, TX 75067**

**6. SATISFACTION of ORDER or WARRANT ORS 205.125(1)(e)**

CHECK ONE:

☐ FULL

(If applicable)

☐ PARTIAL

☐ NOT APPLICABLE

**7. The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)  
(IF APPLICABLE) \$150,430.17**

**8. If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.444: "RERECORDED TO CORRECT \_\_\_\_\_ PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_." (IF**

Oregon Recordable Document Cover Sheet

After Recording Please Return To:

~~Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper~~  
~~2780 Lake Vista Drive~~  
~~Lewisville, TX 75067~~  
~~Kristin Jordan~~

Record and Return To:  
ServiceLink  
1355 Cherrington Parkway  
Moon Township, PA 15108

Until a change is requested, all tax statements  
Shall be sent to the following address:

11375 RED WING LOOP 123  
KENO, OR 97627

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## **VA LOAN ASSUMPTION AGREEMENT (Agreement Creating Liability to Holder and to the United States)**

VA Case # 484860515306  
LO Company NMLS ID 2119  
LO NMLS ID 108923  
MIN #100818200100411400  
MERS TELEPHONE 1-888-679-6377  
Loan # 0691505440

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **December 7, 2023**, between **Frank W Wagner** ("Seller") and **TYLER WILLIAM WAGNER, A MARRIED MAN** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for **Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper**, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated **November 23, 2020**, in the original principal amount of **\$161,819.00** executed by **Frank W Wagner** ("Maker") payable to the order of **Magnolia Bank, Inc., a Kentucky Chartered Bank** in accordance with the terms set forth therein. Seller and Borrower 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 Deed to Secure Debt (the "Security Instrument"), dated **November 23, 2020**, and filed for record on **December 11, 2020**, in the real property records of **KLAMATH County/Parish, Oregon** under **Instrument No. 2020-016174 on December 11, 2020**. The indebtedness created and secured by the Note, Security Instrument, and other instruments executed in connection with the Note and Security Instrument, including this Agreement, shall be referred to herein as the "Loan."

Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

**11375 RED WING LOOP, KENO, OR 97627**  
(Property Address)

and described as:

**Lot 4 in Block 28 of Fifth Addition to Klamath River Acres, according to the official plat thereof on file in the**  
**Multistate Loan Assumption Agreement (Escrow Account Not Assigned)**

office of the County Clerk, Klamath County, Oregon.

Assessor's Parcel No: 622767

Borrower is purchasing the above described property from Seller and desires to assume the payment of the Note and be bound by the terms, covenants, conditions and obligations of the Note and 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 the request of the Seller to allow the Borrower's assumption of the balance of the indebtedness and the terms evidenced by the Note and Security Instrument as part of the consideration for the purchase of the property.

For and in consideration of the mutual promises and agreements, the parties hereto agree as follows:

1. **Acknowledgment and Assumption of Unpaid Principal Balance:** Seller and Borrower acknowledge that as of **December 7, 2023**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$150,430.17**. Borrower 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. **\$150,430.17** (the "Principal Balance"), consisting of the unpaid principal balance less any reductions of principal made by Seller, any accrued but unpaid interest, and any additional sums advanced by Lender. Borrower also agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument, as amended herein.

2. **Release of Liability:** Seller does hereby transfer and convey to Borrower all of their right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the above-described Promissory Note and Security Instrument securing same. Lender releases Seller from any and all liability on or under the Promissory Note and Security Instrument securing such debt.

3. **Assumption of Original Terms:** Borrower acknowledges and agrees to the following terms of the Note:

Interest will be charged on the Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of **2.250%** as set forth below. Borrower's interest rate may change in accordance with the terms stated in the Note. The Borrower promises to make initial monthly payments of principal and interest of U.S. **\$618.55**, beginning on **January 1, 2024**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **December 1, 2050** ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **2780 Lake Vista Drive, Lewisville, TX 75067**, or at such other place as Lender may require.

4. **Transfer of Escrow Funds to Borrower:** Seller assigns and transfers to Borrower all funds on deposit for payment of taxes, homeowner association dues, insurance premiums and any applicable refunds. Borrower may be required to supplement those funds according to Lender's escrow analysis and applicable law. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to Borrower's benefit.

5. **Waiver of Due-on-Transfer Clause:** In consideration of the assumption of the Note and Security Instrument by Borrower, the 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 and transfer by Seller to Borrower, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers. In addition, Seller 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 the applicable laws of this state, Seller assigns and transfers to Borrower any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Borrower.

6. **Indemnity Liability Assumption Clause:** Borrower hereby agrees to assume all of the obligations of Seller under the terms of the instruments creating and securing the Loan. Borrower further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

7. **Loan Documentation:** The provisions of the Note and Security Instrument shall continue in full

force and effect, and the Seller and Borrower acknowledge and reaffirm Seller and Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof. Any default by Borrower 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 said Security Instrument.

8. **Miscellaneous:** Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and any other documents executed in connection herewith. 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.

9. **No Oral Agreements:** The written Loan Agreements 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.

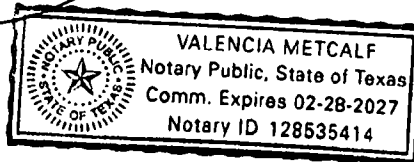
Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By: Sylvia Ramirez Vice President

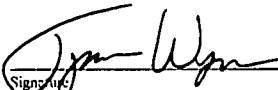
STATE OF Texas  
COUNTY OF Denton

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2023 by Sylvia Ramirez, Vice President of Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper on behalf of Mortgage Electronic Registration Systems, Inc. ("MERS")

Notary Public  
Printed Name: Valencia Metcalf  
My commission expires: FEB 28 2027




**BORROWER(S):**

 \_\_\_\_\_ 12/7/23  
Signature Date  
**TYLER WILLIAM WAGNER**  
Mailing address:  
11375 RED WING LOOP 123  
KENO, OR 97627

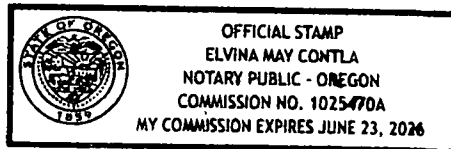
*[Sign Originals Only]*

STATE OF OREGON  
COUNTY OF Klamath

The foregoing instrument was acknowledged before me this 7 day of December, 20 23 by **TYLER WILLIAM WAGNER**.

 \_\_\_\_\_  
Notary Public

Printed Name: Elvina May Contla  
My commission expires: 6/23/26



SELLER(S):

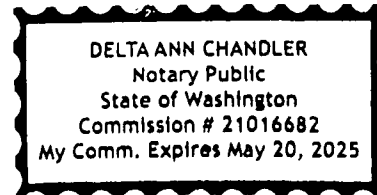
Frank W Wagner 12-7-23  
Signature Date  
Frank W Wagner  
Mailing address:  
901 Mayfair Lane  
Grants Pass, OR 97527

Washington  
STATE OF ~~OREGON~~  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 7th day of December, 20 23 by Frank W Wagner.

Delta Ann Chandler  
Notary Public

Printed Name: Delta Ann Chandler  
My commission expires: 5-20-25



Creditor: Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by Nationstar Mortgage, LLC dba Mr. Cooper (ID: 2119) | MLO Org.: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER (ID: 2119) | MLO Indv: Robert Simmons (ID: 108923)

Lender: Magnolia Bank, Inc., a Kentucky Chartered Bank, serviced by Lakeview, subserviced by  
Nationstar Mortgage, LLC dba Mr. Cooper  
Borrower: TYLER WILLIAM WAGNER  
Property: 11375 RED WING LOOP, KENO, OR 97627

### **No Attorney Representation Notice**

VA Case # 484860515306  
LO Company NMLS ID 2119  
LO NMLS ID 108923  
Loan # 0691505440

This No Attorney Representation Notice ("Notice") is provided by PPDocs, Inc. ("We", "our" or "us") and TYLER WILLIAM WAGNER ("you" or "your" whether one or more), herein referred to as "Borrower".

**LOAN DOCUMENTATION.** Attorneys working for PPDocs, Inc. have prepared or reviewed the legal instruments involved in this loan using information supplied by the Lender and other third parties. They have acted only on behalf of the Lender. Neither PPDocs, Inc., PPDocs Inc. attorneys, nor the Lender have assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower's legal rights, Borrower should retain personal legal counsel for advice in this transaction.

**DESCRIPTION OF SERVICES PERFORMED.** PPDocs, Inc. attorneys may have prepared or reviewed all or part of the following loan instruments affecting title to the Property: Deed (if a purchase transaction), Note, Security Instrument and Assignment of Lien (if requested).

**DISCLAIMER OF REPRESENTATION OR WARRANTY.** Neither PPDocs, Inc., PPDocs, Inc. attorneys, nor lender has conducted a title search on the Property, and make representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower's examination of a survey, title information, or the Property itself. **Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.**

**DATA SUPPLIED BY LENDER.** The disclosure calculations and fee data have been supplied by the Lender. PPDocs, Inc. makes no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

**RESPONSIBILITY FOR PAYMENT OF FEES.** As part of Borrower's obligation to pay the expenses of the Lender in connection with the preparation of the loan documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on our Invoice, unless Lender has noted otherwise in their closing instructions.

**BASIS FOR FEE.** The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners' Protection Act.

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No Attorney Representation Notice

**NOTICE TO BORROWER AND SELLER REGARDING DEED PREPARATION.** If our attorneys have prepared a draft deed, it has been at the request of Lender. Seller and Borrower are advised to consult their respective legal counsel with any questions before signing the draft deed. We have provided the draft deed as a convenience. IF THE DRAFT DEED WE PREPARED IS USED, SELLER AND BORROWER (OR THEIR ATTORNEYS) SHOULD REVIEW AND AMEND IT, IF NECESSARY, TO MAKE CERTAIN THAT IT IS CONSISTENT WITH THE SALES CONTRACT AND CORRECTLY REFLECTS THE CONDITION OF TITLE FOR THE PROPERTY AND THE OBLIGATIONS OF THE PARTIES TRANSFERRING RIGHTS TO REAL PROPERTY, AND IF APPLICABLE RESERVING CERTAIN RIGHTS, FOR EXAMPLE MINERAL INTEREST, IS AN INHERENTLY COMPLEX MATTER AND CONTEMPLATES THE INVOLVEMENTS OF ATTORNEYS. IF APPLICABLE, THE DEED SHOULD BE AMENDED TO REFLECT ANY MINERAL OR OTHER RESERVATION. BE CERTAIN THAT THE DEED EXPRESSES THE INTENT OF SELLER AND BORROWER. **ANOTHER DEED, OR AMENDMENTS TO THE DRAFT DEED, MUST BE REVIEWED AND APPROVED BY US PRIOR TO ITS EXECUTION.** Seller is signing this notice only to acknowledge receipt of the notice.

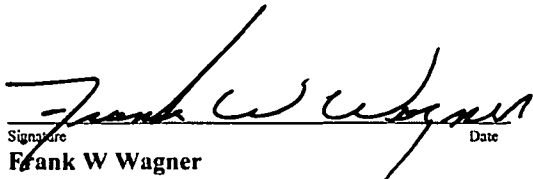
Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice.

Signature

Date

**TYLER WILLIAM WAGNER**

*[Sign Originals Only]*

 12-7-23

Signature

Date


**Frank W Wagner**

**No Attorney Representation Notice**



**NOTICE TO BORROWER AND SELLER REGARDING DEED PREPARATION.** If our attorneys have prepared a draft deed, it has been at the request of Lender. Seller and Borrower are advised to consult their respective legal counsel with any questions before signing the draft deed. We have provided the draft deed as a convenience. IF THE DRAFT DEED WE PREPARED IS USED, SELLER AND BORROWER (OR THEIR ATTORNEYS) SHOULD REVIEW AND AMEND IT, IF NECESSARY, TO MAKE CERTAIN THAT IT IS CONSISTENT WITH THE SALES CONTRACT AND CORRECTLY REFLECTS THE CONDITION OF TITLE FOR THE PROPERTY AND THE OBLIGATIONS OF THE PARTIES TRANSFERRING RIGHTS TO REAL PROPERTY, AND IF APPLICABLE RESERVING CERTAIN RIGHTS, FOR EXAMPLE MINERAL INTEREST, IS AN INHERENTLY COMPLEX MATTER AND CONTEMPLATES THE INVOLVEMENTS OF ATTORNEYS. IF APPLICABLE, THE DEED SHOULD BE AMENDED TO REFLECT ANY MINERAL OR OTHER RESERVATION. BE CERTAIN THAT THE DEED EXPRESSES THE INTENT OF SELLER AND BORROWER. **ANOTHER DEED, OR AMENDMENTS TO THE DRAFT DEED, MUST BE REVIEWED AND APPROVED BY US PRIOR TO ITS EXECUTION.** Seller is signing this notice only to acknowledge receipt of the notice.

Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice.

 12/7/23  
Signature Date  
**TYLER WILLIAM WAGNER**

*[Sign Originals Only]*

\_\_\_\_\_  
Signature Date  
**Frank W Wagner**

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No Attorney Representation Notice