



Lender Loan Number: 7440784538
Order No: 7440784538
MIN Number: 1010298-0000528031-4
MERS Phone Number: 888-679-6377
Property Address: 6710 Jake Road, Klamath Falls, OR 97601
When Recorded Return to: Indecomm Global Services, Mail Stop: FD-BV-9902, 1427 Energy Park Drive, St. Paul, MN 55108
Or any electronic final documents (Recorded Mortgage/Title Policy) may be emailed to Indecomm at: Bayview.Viewpoint@indecomm.net

This Instrument Prepared By:
Lauren Leljedal, Esq.
200 Fleet Street, Ste. 6100
Pittsburgh, PA 15220
OR Bar ID: 221965

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is entered into effective as of the 14 day of March, 2024, by and among DONA ALLEEN NELSON, deceased, and JOHN LEE NELSON and JENNIFER C. NELSON, married to each other ("Original Borrowers"), REBECCA LYNN RUTAN, married ("New Borrower"), and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC, ("Lender").

RECITALS

- A. Original Borrowers obtained a Deed of Trust ("Loan") from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC, ("Original Lender"), which Loan is secured by certain Land and Improvements ("Property"), located in the County of Klamath and State of Oregon. The Land is more particularly described in Exhibit A, attached to this Assumption Agreement.
- B. Original Borrowers executed a promissory note evidencing the Loan, dated September 17,

2021, in the original principal amount of \$260,739.00, payable to Lender ("Note"), and, if applicable, any other accompanying security agreements ("Loan Agreement") further setting forth the terms of the Loan.

- C. To secure repayment of the Loan, Original Borrowers executed and delivered to Lender a Deed of Trust ("**Security Instrument**") of even date with the Note, which is recorded in the land records of Klamath County, Oregon ("**Land Records**") as Document No. 2021-016623. The term "**Original Loan Documents**" means the Note, the Security Instrument, the Loan Agreement, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, or any other documents now or in the future executed by Original Borrowers or New Borrower, any guarantor or any other Person in connection with the Loan evidenced by the Note, as such documents may be amended from time to time.
- D. Original Borrowers have transferred or have agreed to transfer all of their right, title, and interest in and to the Mortgaged Property to New Borrower and New Borrower has agreed to assume all of Original Borrowers' rights, obligations, and liabilities created or arising under certain of the Original Loan Documents, including the Security Instrument, with certain modifications, if any to the Security Instrument, as set forth in Exhibit B to this Assumption Agreement ("**Assumption**").
- E. Capitalized terms not defined in this Assumption Agreement will have the meanings given to them in the Security Instrument.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Assumption of Obligations. New Borrower covenants, promises, and agrees that New Borrower, jointly and severally if more than one, will unconditionally assume and be bound by all terms, provisions, and covenants of the Note and the Security Instrument as if New Borrower had been the original maker of the Note and Security Instrument. New Borrower will pay all sums to be paid and perform each and every obligation to be paid or performed by Original Borrowers under and in accordance with the terms and conditions of the Note, Security Instrument, the Loan Agreement and all other Original Loan Documents assumed by New Borrower. Notwithstanding the foregoing, however, New Borrower and Lender may enter into an Amendment to Loan Agreement to modify certain terms of the Loan Agreement.

2. Modification of Security Instrument. New Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B to this Assumption Agreement.

3. Lender's Consent. Subject to the satisfaction of all conditions set forth in this Assumption Agreement, Lender consents to the Assumption.

4. Miscellaneous.

(a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors, and permitted assigns.

(b) Except as expressly modified by this Assumption Agreement, the Security Instrument will be unchanged and remain in full force and effect, and is hereby expressly approved, ratified, and confirmed. No provision of this Assumption Agreement that is held to be inoperative, unenforceable or invalid will affect the remaining provisions, and to this end all provisions of this Assumption Agreement are declared to be severable.

(c) Time is of the essence of this Assumption Agreement.

(d) This Assumption Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(e) This Assumption Agreement will be construed in accordance with the laws of the State of Oregon.

(f) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

5. Executed Original. An executed original of this Assumption Agreement will be recorded in the Land Records as a modification to the Security Instrument.

6. Attached Exhibits. The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

- ☒ Exhibit A Legal Description of the Land (required)
- ☒ Exhibit B Modifications to Security Instrument

Original Borrowers execute this Assumption Agreement solely to acknowledge New Borrower's assumption of the Loan, without Original Borrowers incurring any newly-created obligations or liabilities by its execution of this Assumption Agreement.

Dated this 14 of March, 2024.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Original Borrowers: JOHN LEE NELSON and JENNIFER C. NELSON

John Lee Nelson

JOHN LEE NELSON

Jennifer C. Nelson

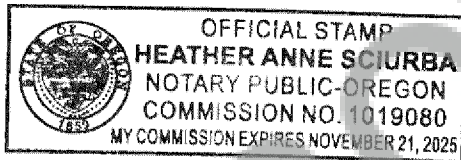
JENNIFER C. NELSON

Printed Name: John Lee Nelson and Jennifer C. Nelson

Address for Notice: 6710 Jake Road, Klamath Falls, OR 97601

STATE OF Oregon, COUNTY OF Klamath, SS:

On the 19 day of March, 2024, personally appeared before me the above-named **JOHN LEE NELSON** and **JENNIFER C. NELSON**, who declared the foregoing instrument to be their voluntary act and deed.



Heather Anne Sciurba

Notary Public – State of Oregon

New Borrower: REBECCA LYNN RUTAN

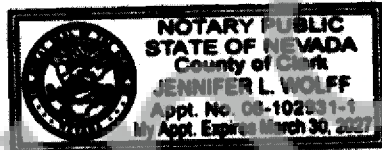
Rebecca Lynn Rutan
REBECCA LYNN RUTAN

Printed Name: Rebecca Lynn Rutan
Address for Notice: 4346 Prada Place, Las Vegas, NV 89141

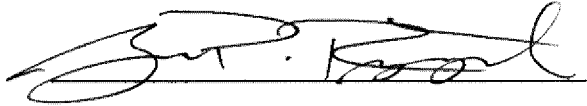
STATE OF NV, COUNTY OF Clark, SS:

On the 18 day of March, 20 14, personally appeared before me
the above-named **REBECCA LYNN RUTAN**, who declared the foregoing instrument to be her
voluntary act and deed.

[Signature]
Notary Public – State of NV



Consented to by Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC



Printed Name: _____

Brian P. Rippert
Vice President

Title: _____

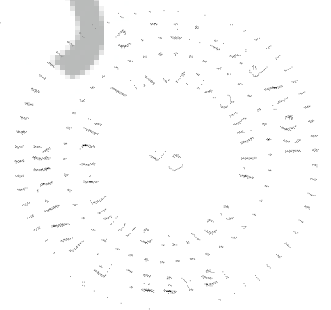
Address for Notice: 4425 Ponce de Leon Blvd.
Coral Gables, FL 33146

STATE OF Pennsylvania, COUNTY OF Montgomery, SS:

On the 14 day of March, 20 24, personally appeared before me
the above-named BRIAN P. RIPPERT, as VICE PRESIDENT, of
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
LAKEVIEW LOAN SERVICING, LLC, who declared the foregoing instrument to be his/her
voluntary act and deed.

Isabel P. Martin
Notary Public – State of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
Isabel P. Martin, Notary Public
Montgomery County
My commission expires June 6, 2024
Commission number 1102986
Member, Pennsylvania Association of Notaries



**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1 of Land Partition 9-03, being a replat of Parcel 3 of Land Partition 55-93 situated in the SE 1/4 of Section 22, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Being all of that certain property conveyed to REBECCA LYNN RUTAN, from JOHN LEE NELSON and JENNIFER C. NELSON, as tenants by the entirety, by deed dated March 15, 2024, and recorded March 19, 2024, as Document No. 2024-002086 of official records.

Parcel ID: 3908-02200-00106

Commonly known as: 6710 Jake Road, Klamath Falls, OR 97601

EXHIBIT B

MODIFICATIONS TO SECURITY INSTRUMENT

1. As used in the Security Instrument, all references to Borrower(s) will be deemed to refer to New Borrower.

Unofficial
Copy