

**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:**

**Click n' Close, Inc.** fka Mid America Mortgage Inc., an Ohio Corporation

[Name]

**RENEE YANCEY**

[Attention]

**1301 Tara Hills Dri Ste 101**

[Street Address]

**Pinole CA 94564**

[City, State Zip Code]



**Mortgage Electronic Registration  
Systems, Inc., as nominee for lender**

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

**Loan # 1002211127**

**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)**

**Aaron James Riley aka Aaron Riley, a married man, 2727 Sierra Heights Dr, Klamath Falls, OR 97603**

**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 Click n' Close, Inc. fka Mid America Mortgage Inc., an Ohio Corporation, 15301 SPECTRUM DRIVE, 405, ADDISON, TX 75001**

**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**

**MIDAMERICA MORTGAGE, 15301 SPECTRUM DRIVE, 405, Addison, TX 75001**

**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) \$270,586.00**

**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 APPLICABLE)**

After Recording Please Return To:

Click n' Close, Inc. fka Mid America Mortgage Inc  
1310 Tara Hills Dr Ste 101  
Pinole, CA 94564  
Renee Yancey

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

2727 Sierra Heights Dr  
Klamath Falls, OR 97603

[Space Above This Line For Recording Data]

LOAN ASSUMPTION AGREEMENT

LO Company NMLS ID 150009  
LO NMLS ID 400277  
MIN #100132010022111270  
MERS TELEPHONE 1-888-679-6377  
Loan # 1002211127  
Case # 411-100971

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **August 23, 2024**, between **Christine Helsel** ("Seller") and **Aaron James Riley aka Aaron Riley, a married man** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for **Click n' Close, Inc. fka Mid America Mortgage Inc., an Ohio Corporation**, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated **February 24, 2020**, in the original principal amount of **\$298,932.00** executed by **Aaron Riley and Christine Helsel** ("Maker") payable to the order of **Click n' Close, Inc. fka Mid America Mortgage Inc., an Ohio Corporation** 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"), in the real property records of **Klamath County/Parish, Oregon** under **Instrument No. 2020-002259 on February 24, 2020**.

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

2727 Sierra Heights Dr, Klamath Falls, OR 97603  
(Property Address)

and described as:

Lot 7 of TRACT 1383-SIERRA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

A.P.N.: R890323

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 **August 23, 2024**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$270,586.00**. 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. **\$270,586.00** (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 **3.375%** 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. **\$1,374.72**, beginning on **September 1, 2024**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **March 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 **P.O Box 679210, Dallas, TX 75267**, 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. **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.

7. **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.

8. **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.

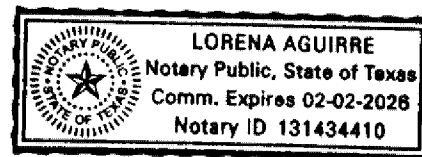
Mortgage Electronic Registration Systems, Inc., as mortgagee/beneficiary, as nominee for Lender, its successors and assigns

By: \_\_\_\_\_

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2024 by Gary McKiddy of Click n' Close, Inc. fka Mid America Mortgage Inc., an Ohio Corporation on behalf of Mortgage Electronic Registration Systems, Inc.

[Signature]  
Notary Public  
Printed Name: Lorena Aguirre  
My commission expires: 02/02/2026



BORROWER(S):

\_\_\_\_\_  
Signature Date  
**Aaron James Riley**  
Mailing address:  
2727 Sierra Heights Dr  
Klamath Falls, OR 97603

[Sign Originals Only]

7. **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.

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

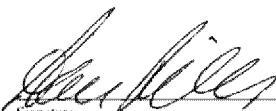
By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of Click n' Close, Inc. fka Mid America Mortgage Inc., an Ohio Corporation on behalf of Mortgage Electronic Registration Systems, Inc.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**BORROWER(S):**

 8/23/24  
Signature Date  
**Aaron James Riley**  
Mailing address:  
2727 Sierra Heights Dr  
Klamath Falls, OR 97603

[Sign Originals Only]

Christine Helsel 8/27/24  
Signature Date  
**Christine Helsel**

COUNTY OF Kauai

The foregoing instrument was acknowledged before me this 23 day of August, 2024 by **Aaron James Riley**.

James Riley.  
Sim Leggett-Weatherby  
 Notary Public


Printed Name: Lisa Leggett Weatherby  
My commission expires: 9/27/2027



COUNTY OF Klamath

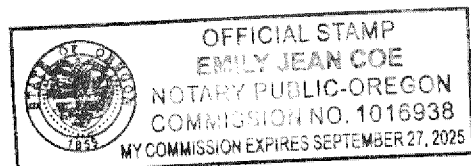
The foregoing instrument was acknowledged before me this 27 day of August, 2024 by Christine Helsel.

Christine Helsel.



Notary Public

Printed Name: Emily Cole  
My commission expires: 9/27/2025



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