

2024-007643
Klamath County, Oregon
08/30/2024 03:11:02 PM
Fee: \$107.00



Recording Requested By/Return To:
Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-1906
(313) 373-0000

This Instrument Prepared By
Michelle Townsend
Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-1906
(800) 226-6308

Assumption and Release Agreement

Servicing Loan Number: 3464664014

Loan Number: 3545035430

This agreement is made on **August 30, 2024**, between Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for **Rocket Mortgage, LLC**, its successors and assigns, "Mortgagee," whose address is **1050 Woodward Ave, Detroit, MI 48226-1906** and **Ryan B Rainville, Jamie L Rainville, "Original Mortgagor," and Thomas Easter and Alexandria Easter, as Tenants By The Entirety "Purchaser,"** and provides as follows:

Original Mortgagor is indebted to Mortgagee under a Note dated **November 22, 2020**, in the principal amount of **\$294,314.00**, and secured by a Mortgage/Deed of Trust on **5136 Briana Dr, Klamath Falls, OR 97603-8584** recorded at Klamath County/Town in Book 2021 and Page 001679 on February 5, 2021.

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Renee C Dukaj (NMLS #: 2219423)

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Page 1 of 5



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Original Mortgagor has conveyed to Purchaser all of the real property described in the Mortgage Note, and both Original Mortgagor and Purchaser have requested Mortgagee to enter into this agreement.

Following described property situated in **Klamath** County of **Oregon** State:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
PART HEREOF SUBJECT TO COVENANTS OF RECORD**

In consideration of the execution of this agreement by Mortgagee, Purchaser is willing to assume the payment of the entire remaining Mortgage indebtedness owing from Original Mortgagor to Mortgagee, the Original Mortgagor and Purchaser having agreed to this assumption as partial consideration for the conveyance as stated above of the mortgaged premises by Original Mortgagor to Purchaser.

Mortgagee hereby consents to the transfer and assumption of all obligations subject to the terms and conditions set forth in this Agreement. Mortgagee's consent to transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which request Mortgagee's consent pursuant to interest at the rate and upon the terms of the Mortgage Note and this Agreement.

Original Mortgagor and Purchaser represent to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the Mortgage stated above held by Mortgagee, and that the lien of the Mortgage held by Mortgagee is a valid, first, and subsisting lien on the real property.

Now therefore, in consideration of the mutual agreements contained here and on the condition that the lien of the Mortgage stated above held by Mortgagee is a valid, first, and submitting lien on the real property and that the execution of this agreement will not impair the lien of the Mortgage, the parties agree as follows:

1. Purchaser agrees to pay installments on the Mortgage Note as they become due in the manner and amount stipulated in it. Purchaser adopts and agrees to be bound by all of the covenants, agreements, obligations, and provisions of the Note pertaining to Mortgagee, as though the Note had been originally executed by Purchaser, except for the reduction of principal and interest due on it to the payments made by Original Mortgagor prior to the execution of this agreement.
2. Mortgagee agrees to release Original Mortgagor from all personal liability under the Note and agrees that any action taken to enforce the collection of the obligation evidenced by the Note shall be confined to the value of the mortgaged property, and in no case shall Original Mortgagor be subject to suit, claim, or demand by Mortgagee for any deficiency.
3. Original Mortgagor relinquishes any right or claim against Mortgagee for all escrow accounts on deposit with Mortgagee for the payment of taxes and insurance on the property covered by the Note. Mortgagee agrees to transfer these accounts and any balance to Purchaser.

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Page 2 of 5



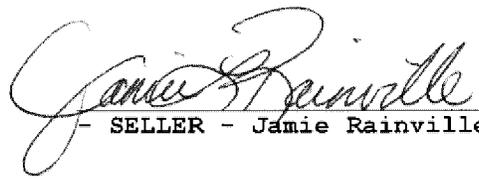
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- 4. There are no offsets or defense to the Mortgage or to the amount of the debt as set forth herein.
- 5. Except as established by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Purchaser as if these agreements had been originally executed by Purchaser.
- 6. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.
- 7. Nothing set forth herein shall release or change the liability of any other principals, signors, or parties, who may now be or after the date of this Agreement become liable, primarily or secondarily, under a Guaranty or other loan document not included in this Agreement.
- 8. If the indebtedness described above contains a guaranty from the Department of Veteran Affairs, the Assuming Mortgagor agrees to assume full personal liability and responsibility for the obligations of the Veteran, under the terms of the instrument creating the loan and to indemnify and hold harmless the United State of America to the full extent of any claim which may arise from its guaranty.
- 9. The Veteran is hereby released and discharged from any further liability to the United States of America on account of the above-described loan, pursuant to the authority vested in the Secretary of Veteran Affairs under the provisions of title 38 U.S.C.A. §3714.

Mortgage Electronic Registration Systems Inc. ("MERS") is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, with a mailing address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834 and a telephone number of (888)-679-MERS. FOR PURPOSES OF RECORDING THIS AGREEMENT, MERS REMAINS THE MORTGAGEE OF RECORD.

 Unofficial Witness for Original Mortgagor Date

 08/30/2024
 - SELLER - Ryan Rainville - DATE -

 08/30/2024
 - SELLER - Jamie Rainville - DATE -



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Original Mortgagor Acknowledgment

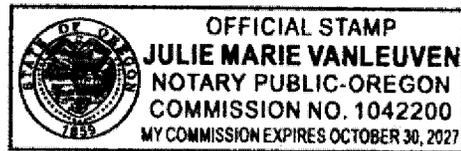
State of Oregon

County of Klamath

This instrument was acknowledged before me Julie VanLeuven and signed, sealed and delivered on the 30th day of August, 2024, in the presence of Ryan Rainville and Jamie Rainville.

Witness my hand and official seal.

Julie VanLeuven 8/30/2024
Date



Unofficial Witness for Purchaser Date

[Signature] 30 AUG 24

- BORROWER - Thomas Easter - DATE -



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Purchaser Acknowledgment

State of Oregon

County of Klamath

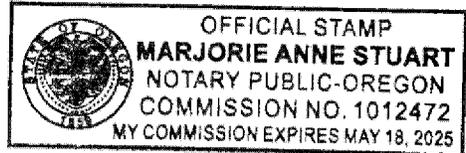
This instrument was acknowledged before me, Marjorie Anne Stuart and signed, sealed and delivered on the 30th day of August, 2024, in the presence of Thomas Easter.

Witness my hand and official seal.

Marjorie Anne Stuart

8/30/24

Date



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26677.6

Page 5 of 5



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EXHIBIT "A"

Lot 57, Tract 1445, REGENCY ESTATES - PHASE 3, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.