

**2024-010173**

**Klamath County, Oregon**

**11/22/2024 09:12:02 AM**

**Fee: \$122.00**

Documents Prepared By:

**ANGELA NUNEZ**

**FREEDOM MORTGAGE CORPORATION**

**11988 EXIT 5 PKWY, BLDG 4**

**FISHERS, IN 46037**

**855-690-5900**

After Recording Return To:

**FREEDOM MORTGAGE CORPORATION**

**ATTENTION: ASSUMPTION DEPARTMENT**

**11988 EXIT 5 PKWY, BLDG 4**

**FISHERS, IN 46037**

**855-690-5900**

Loan #: 0156633141

Case #: 48-48-6-0519447

## **ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT**

MIN: 100070300012738768    MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this **NOVEMBER 5, 2024**, between **JAIME CLEMENT, F/K/A JAIME NEALY**, whose address is **3850 GRENADA WAY, KLAMATH FALLS, OR 97603** (the "Transferor"); and **DAVID KANDRA and KELLY KANDRA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**, whose address is **217 ANGELA COURT, KLAMATH FALLS, OR 97601** (the "Transferee"); and **FREEDOM MORTGAGE CORPORATION**, whose address is **11988 EXIT 5 PKWY BLDG 4, FISHERS, IN 46037-7939**, (the "Lender").

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), whose address is PO Box 2026, Flint, MI 48501-2026, is a separate corporation, acting solely as designated nominee for **SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION NMLS:1788**, whose address is **1180 IRON POINT ROAD, SUITE 200, FOLSOM, CA 95630**, beneficiary of the security instrument, its successors and/or assigns. The Lender is the assignee of **SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION NMLS:1788**.

WITNESSETH:

WHEREAS:

0156633141

A Note in the principal sum of \$289,044.00 was executed by **JAIME NEALY** ("Original Obligor(s)") on **NOVEMBER 20, 2020**, and delivered unto **SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION NMLS:1788 1180** **IRON POINT ROAD, SUITE 200, FOLSOM, CA 95630** for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered to Beneficiary of even date therewith, which Security Instrument was recorded in **INSTRUMENT # 2020-015280 ON NOVEMBER 23, 2020** of the Official Records of the **KLAMATH COUNTY, OREGON**, and which Security Instrument covered the premises described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

Lender is the holder of the Note and Beneficiary, acting as nominee for Lender, is the holder of the Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Note and assume the terms of the Security Instrument; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Lender and Beneficiary agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

2. Lender unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Note which has a current principal balance of \$264,201.00, together with interest thereon at the present rate of 3.000% per annum, in equal monthly installments of \$1,218.62, including interest, on the first day of each month beginning **DECEMBER 1, 2024**, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **DECEMBER 1, 2050**. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Lender. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by the Note and Security Instrument.

5. Lender and Beneficiary do hereby relieve and release Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Security Instrument.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as

0156633141

hereinbefore set forth.

7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

**Transferor:**

Jaime Clement  
SELLER - JAIME CLEMENT

#### ACKNOWLEDGMENT

State of OR

County of Klamath

This record was acknowledged before me on Nov 5<sup>th</sup>, 2024 by JAIME CLEMENT.

[Signature]

Notary Public



My Commission Expires: 12/22/24

0156633141

Transferee:

David Kandra 11/05/2024  
- BORROWER - DAVID KANDRA - DATE -

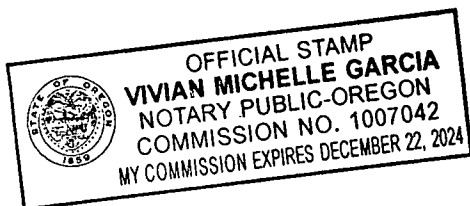
Kelly Kandra 11/5/2024  
- BORROWER - KELLY KANDRA - DATE -

### ACKNOWLEDGMENT

State of OR

County of Klamath

This record was acknowledged before me on Nov 5<sup>th</sup>, 2024 by DAVID KANDRA  
and KELLY KANDRA .



[Signature]  
Notary Public

My Commission Expires: 12/22/24

0156633141

Lender:

FREEDOM MORTGAGE CORPORATION, by  
Mortgage Connect, LP as agent/Attorney-in-Fact

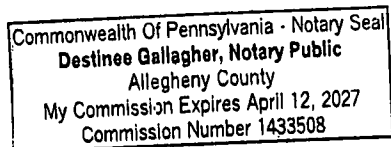
By: [Signature]  
Its: Shania Taylor Agent  
(Printed Name and Title)

ACKNOWLEDGMENT

State of PA

County of Allegheny

The foregoing instrument was acknowledged before me this 11/7/2024,  
by Shania Taylor of Mortgage Connect, LP as agent/Attorn  
cy-in-Fact for FREEDOM MORTGAGE CORPORATION, A agent  
, on behalf of the entity.



[Signature: Destinee Gallagher]  
Notary Public

My Commission Expires: 4/12/27

0156633141

**Mortgagee:**

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., as Mortgagee, by Mortgage Connect  
LP as Attorney-In-Fact/Agent, as nominee for

its successors and assigns.

By:

Shania Taylor Agent  
(Printed Name and Title)

**ACKNOWLEDGMENT**

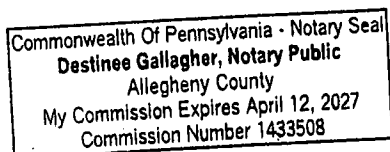
State of

PA

County of

Allegheny

The foregoing instrument was acknowledged before me this 11/7/2024, by  
Shania Taylor of Mortgage Connect LP as Attorney-In-Fact/Agent  
for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity.



Destinee Gallagher  
Notary Public

My Commission Expires:

4/12/27

0156633141

Borrower: DAVID KANDRA and KELLY KANDRA

Property Address: 217 ANGELA COURT, KLAMATH FALLS, OR 97601

### LEGAL DESCRIPTION

Paste final legal description here then photocopy.

884747



**Exhibit A**  
**Legal Description**

Parcel ID: 3809-028DC-14000