02/20/2025 12:09:01 PM

Fee: \$122.00

Documents Prepared By:
ANGELA NUNEZ
FREEDOM MORTGAGE CORPORATION
11988 EXIT 5 PKWY, BLDG 4
FISHERS, IN 46037
855-690-5900

 $\{ x_i \}_{i=1}^n$

After Recording Return To: FREEDOM MORTGAGE CORPORATION ATTENTION: ASSUMPTION DEPARTMENT 11988 EXIT 5 PKWY, BLDG 4 FISHERS, IN 46037 855-690-5900

Loan #: 0156645913 Case #: 48-48-6-0531575

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100070300012958713 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this FEBRUARY 13, 2025, between ADRIAN MATEOS-CHAVARRIA, AN UNMARRIED MAN, whose address is 4534 ANDERSON AVENUE, KLAMATH FALLS, OR 97603 (the "Transferor"); and MARY K MATEOS, AN UNMARRIED WOMAN, whose address is 4534 ANDERSON AVENUE, KLAMATH FALLS, OR 97603 (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:

26519.42

Page 1 of 8

A Note in the principal sum of \$335,544.00 was executed by ADRIAN MATEOS-CHAVARRIA AND MARY K MATEOS ("Original Obligor(s)") on MARCH 26, 2021, 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 # 2021-004846 ON MARCH 30, 2021 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 \$304,843.80, together with interest thereon at the present rate of 2.625% per annum, in equal monthly installments of \$1,347.72, including interest, on the first day of each month beginning MARCH 1, 2025, 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 APRIL 1, 2051. 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 Transferoe 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

26519.42 Page 3 of 8

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:

MDRIAN MATEOS-CHAVARRIA

ACKNOWLEDGMENT

State of

This record was acknowledged before me on

OFFICIAL STAMP VIVIAN MICHELLE GARCIA

NOTARY PUBLIC - OREGON COMMISSION NO. 1054388 MY COMMISSION EXPIRES DECEMBER 22, 2028

MATEOS-CHAVARRIA.

Notary Public

My Commission Expires:

Transferee:

- BORROWER MARY K MATEOS - DATE -

ACKNOWLEDGMENT

State of ______

County of Lamath

This record was acknowledged before me on . MATEOS .

Has 12/202

_ by **mary** F

OFFICIAL STAMP
VIVIAM NICHELLE GARCIA
NOTARY PUBLIC - OREGON
COMMISSION NO. 1954388
MY COMMISSION EXPIRES DECEMBER 22, 2028

Notary Public

My Commission Expires:

Lender:

By: Ward Way

Its:

(Printed Name and Title)

ACKNOWLEDGMENT

State of Ingland				
County of Hamilton				
This record was acknowledged Megan Meac (before me on	2/1 MORTGAGE	8/25 CORPORATIO	by n . A
	alf of the entity.			,
	1/		ngapakan	

Notary Public

J. CARTER SANDERSON Notary Public, State of Incrana Hamilton County Commission Number NP0759334 My Commission Expires November 12, 2032 My Commission Expires: Nov 12 2032

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as designated nominee for the Beneficiary of the security instrument,

Siverna Paritiz

ts fuccessors and assigns.

Its Meyer Mehrel

ACKNOWLEDGMENT

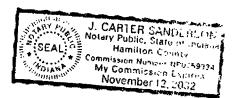
State of Indiana

County of Han ilton

ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity.

Motary Public

My Commission Expires: Moule 30 12



Borrower: MARY K MATEOS

Property Address: 4534 ANDERSON AVENUE, KLAMATH FALLS, OR 97603

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

PARCEL # 572259

Page 8 of 8

Exhibit A Legal Description

The following described property located in the County of Klamath:

PARCEL 1:

Lot 50, ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

A parcel of land situate in the SW1/4 of the NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a one-half inch iron pin marking the Southeast corner of Lot 50 of ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence North 89° 33' 00" West along the South line of said Lot 50 a distance of 78.5 feet to a 1/2 inch iron pin marking the Southwest corner of said Lot 50; thence South to a point lying on the Northerly right of way line of the U.S.B.R. Klamath Project A-3 Lateral; thence North 55° 14' East along said Northerly right of way line to the point of beginning.

Tax ID# 572259 and 572311 Parcel ID: 572311