Klamath County, Oregon 08/14/2025 10:14:01 AM

Fee: \$132.00

Documents Prepared By:
Closing Department
Freedom Mortgage Corporation
11988 Exit 5 Pkwy Bldg 4
Fishers, IN 46037
(844) 923-9971

After Recording Return To:
Freedom Mortgage Corporation
ATTENTION: Final Documents
P.O. Box 8001
Fishers, IN 46038-8001
(800) 220-3333

Loan #: 0120626395-02 Case #: 48-48-6-0530733

#### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100073001206263954 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this August 5, 2025, between James B. Dubois and Michelle S. Dubois, husband and wife, whose address is 5193 Round Lake Rd, Klamath Falls, OR 97601 (the "Transferor"); and Sebastian Ramirez and Crystal L Ramirez, husband and wife, whose address is 5193 Round Lake Rd, Klamath Falls, OR 97601 United States (the "Transferee"); and Freedom Mortgage Corporation, whose address is 951 Yamato Road, Suite 175, Boca Raton, FL 33431, (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 Freedom Mortgage Corporation, whose address is 907 Pleasant Valley Ave, Ste 3, Mt. Laurel, NJ 08054, beneficiary of the security instrument, its successors and/or assigns. The Lender is the assignee of Freedom Mortgage

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Corporation.

#### WITNESSETH:

WHEREAS:

A Note in the principal sum of \$211,240.00 was executed by James B Dubois, Michelle S Dubois ("Original Obligor(s)") on February 12, 2021, and delivered unto Freedom Mortgage Corporation 907 Pleasant Valley Ave, Ste 3, Mt. Laurel, NJ 08054 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 2021-003640 ON March 11, 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 \$188,338.97, together with interest thereon at the present rate of 2.250% per annum, in equal monthly installments of \$807.46, including interest, on the first day of each month beginning September 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 March 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 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

**EX** 26519.51



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 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.

**EX** 26519.51



Transferor:

Michille & DuBoro 08/05/2025 - SELLER - Michelle & Dubois - DATE -

- SELLER - James B Duboi - DATE -

## **ACKNOWLEDGMENT**

State of Orean

County of Lave

This record was acknowledged before me on \_ Dubois and James B Duboi.

8/5/2025

by Michelle S

OFFICIAL STAMP
SHERYL DAWN HULSEY
NOTARY PUBLIC OREGON

NOTARY PUBLIC-OREGON COMMISSION NO. 1047814 MY COMMISSION EXPIRES APRIL 25, 2022 Notary Public

My Commission Expires: 4

4/25/2028



Transferee:

BORROWER - CRYSTAL L MAMIREZ - DATE 
BORROWER SEBASTIAN J RAMIREZ - DATE 
ACKNOWLEDGMENT

State of County of Accounty of A



Lender:

Freedom Mortgage Corporation

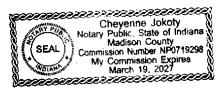
ts: J. Curter Sunderson processor
(Printed Name and Title)

ACKNOWLEDGMENT

State of Indiana

County of Hamilton

This record was acknowledged before me on <u>August 11,3605</u> by <u>Morter Sarderson</u>, practor of Freedom Mortgage Corporation, A Corporation, on behalf of the entity.



My Commission Expires: March 19, 2007



Beneficiary:	
	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as designated nominee for the Beneficiary of the security instrument,
	Freedom Mortgage
	its successors and assigns.
	Ву:/
	his J. Currer sunderson Asstraction
	Its: J. Curter Sunderson ASST. Sectitary (Printed Name and Title)
ACKNO	OWLEDGMENT
County of Hamilton	
This record was acknowledged before J Carter Sanderson, ELECTRONIC REGISTRATION SYSTEM	OSS+Secretary of MORTGAGE
Cheyenne Jokoty  Notary Public. State of Indiana V  Madison County  (SEAL)  Commission Number NP0719298	Notary Public 11
My Commission Expires March 19, 2027	My Commission Expires: Morch 19.2007

26519.51



Borrower: CRYSTAL L RAMIREZ and SEBASTIAN J RAMIREZ

Property Address: 5193 Round Lake Rd, Klamath Falls, OR 97601

# LEGAL DESCRIPTION

Paste <u>final</u> legal description here then photocopy.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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# Exhibit A Legal Description

The NW1/4 of the SW1/4 of Section 16, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress as granted by instrument recorded June 23, 1984 in Volume M84, Page 10397, Microfilm Records of Klamath County, Oregon.

Parcel ID: 3908-00000-03400