

2025-009286

Klamath County, Oregon

10/17/2025 08:29:01 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 #: 0100970144-03  
Case #: 484860435496-OR

### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

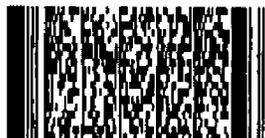
MIN: 100183355007866770 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this ~~September 30~~, 2025, between Jerrid Harrison Miller, Successor in Interest and representative of the Estate of Harry Miller, deceased, whose address is 3255 Hammer ST, Klamath Falls, OR 97603 (the "Transferor"); and Jerrid Harrison Miller and Julie Elaine Miller, as tenants by the entirety, whose address is 3255 Hammer St, KLAMATH FALLS, OR 97603 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 STEARNS LENDING LLC, whose address is 4 HUTTON CENTRE DRIVE 10TH FL, SANTA ANA, CA 92707, beneficiary of the security instrument, its

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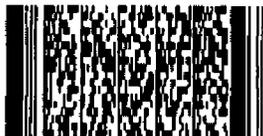
successors and/or assigns. The Lender is the assignee of **STEARNS LENDING LLC**.

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$130,000.00 was executed by **Harry Isaac Miller** ("Original Obligor(s)") on **April 4, 2017**, and delivered unto **STEARNS LENDING LLC 4 HUTTON CENTRE DRIVE 10TH FL, SANTA ANA, CA 92707** 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# 2017-003720 ON April 10, 2017** 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:

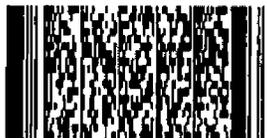
1. Lender and Beneficiary agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

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 \$107,517.80, together with interest thereon at the present rate of 4.000% per annum, in equal monthly installments of \$620.64, including interest, on the first day of each month beginning November 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 May 1, 2047. 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



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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.



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Transferor:

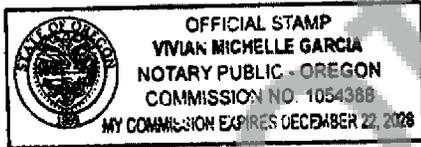
*Jerrid Harrison Miller, Successor, Representative 9-30-25*  
- SELLER - Jerrid Harrison Miller, Successor in Interest and  
representative of the estate of Harry Miller, deceased - DATE -

ACKNOWLEDGMENT

State of OR

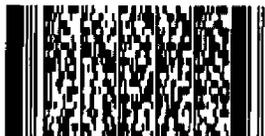
County of Clatsop

This record was acknowledged before me on Sept 30, 2015 by Jerrid  
Harrison Miller, Successor in Interest and representative of the  
Estate of Harry Miller, deceased.



*[Signature]*  
Notary Public

My Commission Expires: 12/22/18



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Transferee:

Julie Elaine Miller 9-30-25  
- BORROWER - Julie Elaine Miller - DATE -

Jerrid Harrison Miller 9-30-25  
- BORROWER - Jerrid Harrison Miller - DATE -

ACKNOWLEDGMENT

State of OR

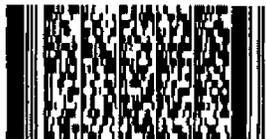
County of Klamath

This record was acknowledged before me on Sept 20, 2015 by Jerrid Harrison Miller and Julie Elaine Miller, as tenants by the entirety.



[Signature]  
Notary Public

My Commission Expires: 12/22/28



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Lender:

Freedom Mortgage Corporation

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

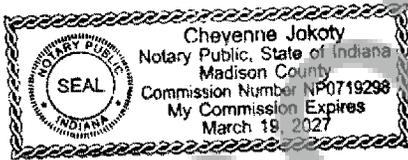
Its: J. Carter Sunderson, President  
(Printed Name and Title)

ACKNOWLEDGMENT

State of Indiana

County of Hamilton

This record was acknowledged before me on 10/03/25 by J. Carter Sunderson, President of Freedom Mortgage Corporation, A Corporation, on behalf of the entity .



Cheyenne Jakoty  
Notary Public

My Commission Expires: 3/19/27



**Beneficiary:**

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

Stearns Lending

its successors and assigns.

By: [Signature]

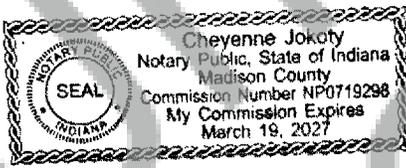
Its: J Carter Sanderson Asst. Secretary  
(Printed Name and Title)

**ACKNOWLEDGMENT**

State of Indiana

County of Hamilton

This record was acknowledged before me on 10/31/15 by J Carter Sanderson, Asst Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity.



[Signature]  
Notary Public

My Commission Expires: 3/19/27



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Borrower: Julie Elaine Miller and Jerrid Harrison Miller

Property Address: 4618 Memorie Ln, Klamath Falls, OR 97603

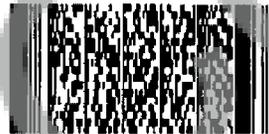
**LEGAL DESCRIPTION**

Paste final legal description here then photocopy.

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

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 10 in Block 5 of TRACT NO. 1007, WINCHESTER, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Unofficial  
Copy