THIS AGREEMENT, Made and entered into this 27 ... day ofJune

by and between Alfred and Diane Prace, husband and wife

hereinafter called the seller, Margaret Adams

hereinafter called the lienholder, and Calvin L. Casebier

SUBSTITUTING LIABILITY UNCER

hereinafter called the purchaser;

WITNESSETH:

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RECITALS:

The seller has sold and conveyed the real property described in said recorded lien, and the whole thereof, to the above named purchaser and both the seller and the purchaser have requested the lienholder to release the seller from any and all fur-ther liability under or on account of said promissory note, the indebtedness evidenced thereby and/or said recorded lien.

NOW, THEREFORE, in view of the premises and for value received, the parties hereto agree as follows: 1. The principal of said promissory note now unpaid is \$ 13, 226, 15 and no more; interest has been paid thereon to arrears for the months of definition of Feb., Mar., Apr., May and June, 1983, June 17 n are WHICH total approximately \$1,281.6040, re INCLUDED IN SUM TOTAL OF \$13,2

2. The purchaser hereby assumes all of the seller's liability under said recorded lien and covenants, promises and agrees to and with the seller and lienholder herein, and each of them, to pay said unpaid balance of said promissory note with the interest at the time and in the manner and in all respects as therein provided, to pay and perform each and all of the obligations provided in said recorded lien to be paid and performed by the obligat therein in the time, in the manner and in all respects as therein required, to be bound by each and all of the terms and conditions of said recorded lien, all as though said promissory note and said recorded lien, and each of them, had originally been made executed and delivered by the purchaser. Purchaser further covenants and agrees to save the seller harmless and to detend seller from any and all claims and demands whatsoever arising or which may erise under said recorded lien and the indebtedness secured thereby.

3. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of said recorded lien over any other liens, charges or encumbrances or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever which may now or hereafter be liable under or on account of the obligations secured by said recorded lien.

any related, return pleatures, recurs or other creats in contention with payments at any the interforce indet. (5. If said recorded lien is one insured or guaranteed by any third person, firm or corporation (including any agency of the United States), the lienholder agrees to make or join with the purchaser in making application to such insurer or guarantor to secure the latter's consent to the release of the seller from liability on said indebtedness and recorded lien; should the insurer or guarantor and be an agency of the United States, the purchaser agrees to comply with all rules and regulations of said agency pertinent to said matters; and as soon as the written consent of said insurer or guarantor to seller's release is obtained, then but not otherwise, in consideration of purchaser's assumption of said indebtedness and lien, the lienholder releases the seller from all further liability to the lienholder on said indebtedness and recorded lien and each thereot.

6. In constriling this instrument and whenever the context so requires, the singular includes the plural, and plural includes ngular, and the masculine includes the leminine and the neuter. If the purchaser herein is more than one person, the obligathe singular, and the masculine includes the temunin tions of each shall, be joint and several, Notary Public for Oregon

7. This instrument binds and inures to the benefit of as the circumstances may require not only the immediate parties hereto but their respective beirs, administrators, executors, successors in interest and assigns. (Obito 8. Arrears mentioned to be paid to lienholder at closing is dretary of a drecarge atom, and that the set allowed to the longurary instrument is the doporate test of sold connection and that sold instrument was signed and contest it beneft at sold or perturbed to a varient ins of its board of directory and contest it beneft at sold or perturbed to a varient ins of its board of directory and contest it beneft at sold or perturbed to a varient ins of its board of directory and contest its beneft at sold or perturbed to the varient ins of its board of directory and contest its beneft at sold or perturbed to the varient on the sold of directory and contest its beneft at sold or perturbed to the varient ins of its board of directory and contest at the varient of the var or treue one consected and the constants

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200M Control IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals in triplicate on this, the day and year first above written.

(SEAL) SELLER 14 & TELEVISION CALOURA nay 1.5 1985 (SEAL) SELL Lal ararety UL (SEAL) (X.) Witenss to Signature of MENHOLDER Adams Margaret Adams (SEAL) what net and double \mathcal{V} in \mathcal{D} action and the star sound of the prostructure Calvin L. Casebier SEAL) Personally appeared the above named Casbier Calvin Τ., PURCHASER 1983 County of Desphures June 27 (SEAL) Nors. If any party hereto is a corporation, affix its corporate seal.

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1045 93 490 STATE OF OREGON. County of STATE OF OREGON, County of Deschutes, 19... Personally appeared , ₁₉83 June 27 who, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the above named Calvin L. Casebier president and that the latter is the and acknowledged the foregoing instrument to be secretary of, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by author-ity of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: his with the voluntary act and deed. his Blos ma Engl SEAL) U 3 L. My Commission expires: May 13, 1985 (OFFICIAL SEAL) Notary Public for Oregon My commission expires: OF OF STATE OF OREGON, County of) STATE OF OREGON, County of Deschutes Personally appeared ... who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: Before me: Jane C. St (OFFICIAL (L) Jane C. Hyman SEAL) (OFFICIAL SEAL) <u>с.</u> May commission expires: 5.11.86 Notary Public for Oregon S.:-My commission expires: NOTARY PUBLICS . Clerk 5 ъ the said County. M. instru-Record Clark-Recorded seal 001 Bubatituting Liability Under Mortgage or Trust Deed 50 A 770 GREEMENT M83 within record County. and o'clock. PORTLA County ofKlamath C July 0 hand 167) the 617 Q -Sor STATE OF OREGON, BETWEEN County book ż R cortify that Pun. received O È (MEON) Evelyn 7Blehn at...8..34. Bex page...1227. 2 ESC . 5 GTURS mtges. Witness County alfixed dav END recorded 90 とい Wa8 3 ē ÷ Q Ŀ 28 28 1983. and L E FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. STATE OF OREGON, County of Deschutes BE IT REMEMBERED, That on this 27 day of July , 19 83, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Linda A. Niendorf as witness to signature of Margaret Adams known to me to be, the identical individual described in and who executed the within instrument and acknowledged to methat......she executed the same freely and voluntarily. my official seal the day (and)year last above written. 1 nece K-かん Ç Notary Public for Oregon.