

M98874

Loan Number

28688

TA-M-38-26662-4  
ASSUMPTION AGREEMENTVol. M83 Page 16451

IT IS AGREED:

The State of Oregon, by and through the Director of Veterans' Affairs, herein called "Lender", is the owner and holder of a Note and Mortgage, Trust Deed, or Security Agreement, herein called "Security Document", dated October 5, 1978, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel M78 Book \_\_\_\_\_ at page 22332 on October 6, 1978.

Thomas John Moore and Susan Kay Moore

herein called "Buyer", is the purchaser of all, or a portion, of the property described in said Security Document; the property being purchased is more particularly described as follows: Lot 18, Block 1, Fourth Addition to Sunset Village, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Buyer hereby assumes and agrees to pay the obligation evidenced by the Security Document under the same terms and conditions contained therein except as specifically changed by this Agreement.

The unpaid balance on the loan being assumed is \$ 33,228.88 as of \_\_\_\_\_, 19\_\_\_\_.

The interest rate is Variable and will be 11.5 percent per annum. If this is a variable interest rate loan, the Lender can periodically change the interest rate by Administrative Rule. Changes in the interest rate will change the payment on the loan.

The initial principal and interest payments on the loan are \$ 336 to be paid monthly. (The payment will change if interest rate is variable and the interest rate changes.)

All parties obligated under the terms and conditions of the aforesaid Security Document are hereby released from any and all liability under said document, except the parties to this agreement.

The payments on the loan being assumed by this agreement may be periodically adjusted by Lender to an amount that will cause the loan to be paid in full on the due date of the last payment.

Buyer agrees that the balance of this loan is immediately due and payable in full upon the second sale or other transfer of all or part of the property securing this loan after July 1, 1983. However, this requirement does not apply where the transfer or sale is to the original borrower, the surviving spouse, unremarried former spouse, surviving child or stepchild of the original borrower, or to a veteran eligible for a loan under ORS 407.010 to 407.210 and Article XI-A of the Oregon Constitution.

Signed this 23rd day of September, 1983.

Thomas John Moore Buyer

Susan Kay Moore Buyer  
Susan Kay Moore

STATE OF OREGON

COUNTY OF Klamath ss9-23, 1983

Personally appeared the above named Thomas and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

James R. Lewis

Notary Public For Oregon

My Commission Expires: 5-7-83

RETURN TO:

DEPT VETS' AFFAIRS

1235 FERRY SE

SALEM, OR 97310

Signed this 14th day of September, 1983.

DIRECTOR OF VETERANS' AFFAIRS

By:

Curt R. Schnepf

Curt R. Schnepf

Manager, Accounts Services

STATE OF OREGON

County of Marion ssSept. 14, 1983

Personally appeared the above named Curt R. Schnepf and, being duly sworn, did say that he (she) is authorized to sign the foregoing instrument on behalf of the Director of Veterans' Affairs, and that his (her) signature was his (her) voluntary act and deed.

Before Me:

Evelyn M. Bienn

Notary Public For Oregon

My Commission Expires: 3/16/87

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 23rd day of September A.D., 1983 at 3:45 o'clock PM, and duly recorded in Vol M 83, of Mortgages on page 16451.

EVELYN BIEHN, COUNTY CLERK

by Pam Smith deputyFee \$ \$4.00