

29464

SUBSTITUTION AGREEMENT
TA-8-38-26577-7

AM. 508-30017-71

THIS AGREEMENT, dated this 3rd day of October, 1983,
by and between the Housing Division, Department of Commerce, State of Oregon (herein
referred to as Beneficiary), Dick C. Close and Judith L. Close
(herein referred to as Grantor), and Scott B. Davis and Rhea D. Davis
(herein referred to as Purchaser), WITNESSETH: Vol. M83 Page 17247, the Grantor

WHEREAS, under date of January 17, 1978
executed and delivered to FIRST NATIONAL BANK OF OREGON
as original Beneficiary, a promissory note for the principal sum of \$ 31,800.00
together with interest thereon and also delivered to said original Beneficiary Deed of
Trust of even date therewith to secure said note and indebtedness which Deed of Trust
is on the following described real property situate in the County of Klamath
State of Oregon, to-wit: Lot 22 in Grace Park, Klamath County, Oregon.

and was recorded on the 17 day of January, 1978, at
Page of Book Mortgage Records of said County and State; and
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WHEREAS, Grantor has sold and conveyed or is about to sell and convey the
property to the Purchaser upon the condition that the Purchaser shall assume payment
of the entire Deed of Trust indebtedness; and,

WHEREAS, said note and Deed of Trust are now owned by Beneficiary, and the
Grantor and Purchaser have requested Beneficiary to release Grantor from all liability
upon the indebtedness evidenced by said note and Deed of Trust and in lieu thereof
to accept as liable therefor the Purchaser who by this agreement assumes the liability
of the original makers and grantors thereunder;

NOW THEREFORE, in consideration of the mutual covenants herein and One
Dollar (\$1.00) and other valuable consideration, receipt whereof is acknowledged by
all parties, IT IS HEREBY AGREED:

1. Purchaser (both jointly and severally if more than one) hereby assumes
said Deed of Trust and agrees to pay the indebtedness evidenced and secured thereby
of which the unpaid principal balance after payment of the installment due
+ 35/100 up 9-1-83 10-1-83 BALANCE is agreed to be THIRTY-NINE THOUSAND FIVE HUNDRED SIXTY-ONE
Dollars (\$ 29,569.35), and Purchaser further agrees to abide by and perform
all terms and conditions of the note and Deed of Trust as though Purchaser had
originally executed the same as maker and grantor.

2. In consideration of said assumption and subject to the terms hereof,
Beneficiary does hereby release and discharge the Grantor from all liability for
the indebtedness evidenced by said note (and Deed of Trust).

3. Notwithstanding anything herein to the contrary, this agreement shall
not affect or impair any representation in regard to and/or warranty of title here-
tofore made by the original Grantor, all of which shall remain in force and inure to
the benefit of the Beneficiary and any insurer of the title to said property or the
lien of the Deed of Trust thereon.

4. In the event there is any judgment lien, or lien of any kind,
encumbrance, right, title, or interest against or in said property in favor of any
party or parties not a party hereto as of the effective date of this agreement, or
in the event the property has not as of said date been duly conveyed by the Grantor
to the Purchaser, the release of the Grantor above stipulated shall be of no force
or effect.

5. Grantor hereby assigns to Purchaser any and all right, title or
interest of Grantor in any funds paid or which may be paid by Grantor to Beneficiary
and in any refunds, returned premiums, rebates or other forms of credit made, in
connection with the accumulation of trust funds for payment of the mutual
mortgage insurance premiums, ground rents, taxes and assessments and hazard insurance
renewal premiums as provided in the mortgage contract.

6. All references herein to parties in the singular shall include each
and all parties designated by the reference and the covenants hereof shall apply
both jointly and severally.

7. The release and discharge of Grantor from all liability for the
indebtedness shall not be binding if such release and discharge in any manner invali-
dates the mutual mortgage insurance of the Federal Housing Administration or private
mortgage insurance company.

8. This agreement shall be construed and take effect in accordance with the laws of the State of Oregon.

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NOTE

Housing Division, Department of
Commerce, State of Oregon, Beneficiary

By Sheila Bush Baker
Authorized Signature

Scott B Davis
Rhea D Davis
Purchaser

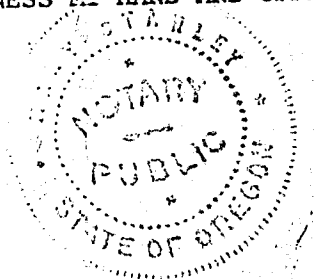
X Dick C. Close
X Judith Close
Grantor

STATE OF OREGON
COUNTY OF MARION

SS

On Sept 19 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sheila Bush Baker, known to me to be the Manager of the Housing Division Single Family Mortgage Purchase Program executed the within Instrument on behalf of the Housing Division, Department of Commerce, State of Oregon, therein named and acknowledged to me that such Agency executed the within Instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



Mary Stanley
Notary Public in and for said County
and State

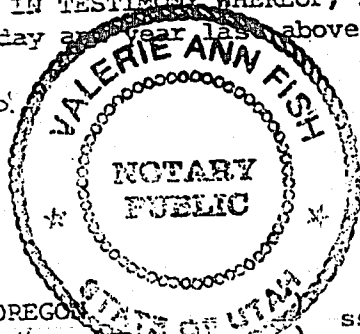
My commission expires 3/7/87

STATE OF OREGON UTAH
COUNTY OF UTAH SS

BE IT REMEMBERED, That on this 16TH day of OCTOBER, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DICK C. CLOSE & JUDITH CLOSE known to me to be the identical individuals described in and who executed the within Instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.

Return to:
TA

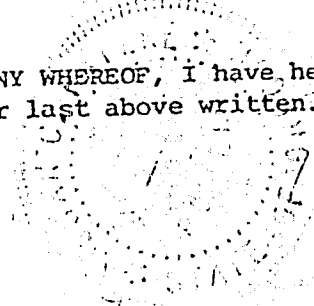


Valerie Ann Fish
Notary Public in and for said County
and State of UTAH
RESIDING: SPANISH FORK, UT.
My commission expires 10-08-83

STATE OF OREGON STATE OF UTAH
COUNTY OF KLAMATH SS

BE IT REMEMBERED, That on this 14TH day of OCTOBER, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named SCOTT B. DAVIS & RHEA D. DAVIS known to me to be the identical individual described in and who executed the within Instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.



Susan C. Pitzke
Notary Public in and for said County
and State

My commission expires 11-2-86

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RELD-CP-3335-

17749

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 17th day of October A.D. 19 83
at 10:29 o'clock A M, and duly
recorded in Vol. M83 of Mtges
Page 17747

EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 12.00

