ASSUMPTION AGREEMENT I. MOZ Page 18543

M25073 Loan Number

508-M (7-83)

| 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 May 16 , 19 75, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel Book $M-75$ at page 5335 on May 16 , 19 75. |
| Clen McGuire and Patricia J. McGuire, husband and wife 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 3 in Block 13, Tract No. 1079, known as SIXTH ADDITIONTO SUNSET VILLAGE 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 \$ $30,159.96$ as of $\cancel{\nu}$ October 26 . 1983. |
| The interest rate is <u>Variable</u> and will be <u>11.5</u> 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 \$\frac{339}{100}\$ 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 X1-A of the Oregon Constitution. |
| Signed this 2/2 day of oct., 1963. |
| STATE OF OREGON STATE OF OREGON SS October 26 , 19 83. |
| Personally appeared the above namedGLEN J. MC GUIRE and PATRICIA/Jand acknowledged the foregoing instrument to be his (their) voluntary act and deed. |
| Before me: Notary Public For Oregon My Commission Expires: 4/19/87 |
| Signed this $13th$ day of $0ctober$, 1983 . |
| DIRECTOR OF VETERANS' AFFAIRS |
| STATE OF OREGON) By: Manager, Accounts Services |
| County of <u>Marion</u>) SS October 18, 1983. |
| Personally appeared the above named <u>Curt R. Schnepp</u> 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: Jawue Vachter |
| Notary Public For Oregon My Commission Expires: 12-20-86 |
| AFTER RECORDING RETURN TO: |

DEPARTMENT OF VETERANS' AFFAIRS 1225 FERRY STREET S.E. SALEM, OREGON 97310

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

on this 27thday of October A.D. 19 83

at 10:53 o'clock A M, and duly recorded in Vol. M83 of Mortgages

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EVELYN BIEHN, County Clerk

By Am Amelia Deputy

Fee 8.00