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31243

DEPARTMENT OF VETERANS' AFFAIRS

M46943

Loan Number

Vol. M83 Page 20711  
TIA # M-38-26791-1  
ASSUMPTION AGREEMENT

DATE: November 22, 1983

PARTIES: Bill and Sally Thayer Family 1982 Revokable Trust

Ralph E. Holcomb

Margaret A. Holcomb

The State of Oregon By And Through The Director Of Veterans' Affairs

BUYER

SELLER

LENDER

Until a change is requested, all tax statements are to be sent to: Department of Veterans' Affairs  
Attn: Tax Section  
1225 Ferry Street SE  
Salem, Oregon 97310

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 22,335.94 dated September 28, 1976, which note is secured by a mortgage of the same date, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M76 Page 15253

(b) A note in the sum of \$ \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_, which note is secured by a Trust Deed of the same date and recorded in the office of the county recording officer of \_\_\_\_\_ county, Oregon, in Volume/Reel/Book \_\_\_\_\_

(c) A note in the sum of \$ \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_, which note is secured by a Security Agreement of the same date.

(d) and further shown by \_\_\_\_\_

In this agreement the items mentioned in (a), (b), (c), and (d) will be called "security document" from here on.

2. Seller has sold and conveyed (or is about to sell and convey) to Buyer, all, or a portion, of the property described in the security document. Both Seller and Buyer have asked Lender to release Seller from further liability under or on account of the security document. The property being sold by Seller and bought by Buyer is specifically described as follows:

Lot 3 Block 5, SECOND ADDITION TO WINEMA GARDENS, Klamath County, Oregon.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER, LENDER, AND BUYER AGREE AS FOLLOWS:

SECTION 1. UNPAID BALANCE OF SECURED OBLIGATION

The unpaid balance on the loan being assumed is \$ 20,561.87 as of December 2, 1983

SECTION 2. RELEASE FROM LIABILITY

Seller is hereby released from further liability under or on account of the security document.

SECTION 3. ASSUMPTION OF LIABILITY

Except as specifically changed by this Agreement, Buyer agrees to pay the debt shown by the security document. Buyer agrees to perform all of the obligations provided in the security document that were to be performed by Seller when the security document was executed. Buyer agrees to perform those obligations at the time, in the manner, and in all respects as are provided in the security document. Buyer agrees to be bound by all of the terms of such security document.

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**SECTION 4. INTEREST RATE AND PAYMENTS**

(in whole)

20715

The interest rate is Fixed (indicate whether variable or fixed) and will be 13.0 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 \$ 230 to be paid monthly. (The payment will change if interest rate is variable and the interest rate changes.)

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.

**SECTION 5. DUE ON SALE**

Buyer agrees that the balance of this loan is immediately due and payable in full, if after July 1, 1983, there is a second sale or other transfer of all or part of the property securing this loan. However, transfer or sale 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 does not count as a sale or transfer for purposes of the provisions of this paragraph.

**SECTION 6. INTERPRETATION**

In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm, or corporation as Buyer, the obligations of each such person, firm, or corporation shall be joint and several.

**SECTION 7. LIMITATIONS**

To the full extent permitted by law, Buyer waives the right to plead any statute of limitations as a defense to any obligations and demands secured by or mentioned in the security document.

BUYER: Wilbur B. Thayer Trustee

BILL & SALLY THAYER FAMILY 1982 REVOKABLE TRUST

SELLER: Ralph E. Holcomb  
Ralph E. Holcomb

BUYER: Sally D. Thayer, Trustee

SELLER: Margaret A. Holcomb  
Margaret A. Holcomb

STATE OF OREGON

COUNTY OF Klamath ) ss

December 2, 19 83

Personally appeared the above named WILBER B. THAYER and SALLY THAYER, Trustees and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Darlene J. Addington  
My Commission Expires: 3-22-85  
Notary Public For Oregon

STATE OF OREGON

COUNTY OF Klamath ) ss

December 2, 19 83

Personally appeared the above named RALPH E. HOLCOMB and MARGARET A. HOLCOMB and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Darlene J. Addington  
My Commission Expires: 3-22-85  
Notary Public For Oregon

Signed this 22nd day of November, 19 83

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Robert B. Brown  
Robert B. Brown, Manager  
Central Office Operations

STATE OF OREGON

COUNTY OF Marion ) ss

November 22, 19 83

Personally appeared the above named Robert B. Brown 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. Mooney  
My Commission Expires: 3/16/87  
Notary Public For Oregon

AFTER RECORDING RETURN TO:

T/A

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for record on the 5th day of December A.D., 19 83 at 3:38 o'clock P M, and duly recorded in Vol M83, of Mortgages on page 20744.

Fee \$ 8.00

EVELYN BIEHN, COUNTY CLERK  
by Pam Smith deputy