

31506

DEPARTMENT OF VETERANS' AFFAIRS

Vol. M83 Page 21208

M69148

Loan Number

T/A M-26735-1
ASSUMPTION AGREEMENTDATE: November 29, 1983PARTIES: Ted L. Glidewell & Judy A. Glidewell

BUYER

Russell D. Fitzgerald & Alissa K. Fitzgerald

SELLER

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

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 \$ 125,000 dated July 20, 19 77, 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 Book M-77 Page 12884 on July 20, 19 77

(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 _____ on _____, 19 _____

(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:

SEE ATTACHED EXHIBIT A

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 \$ 128,708.28 as of _____, 19 _____

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.

SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is Fixed (Indicate whether variable or fixed) and will be 8.8 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 \$ 12,219 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, unmarried 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 Ted L. Glidewell

BUYER Judy A. Glidewell

STATE OF OREGON

COUNTY OF Klamath } ss

SELLER Russell D. Fitzgerald

SELLER Alissa K. Fitzgerald

December 6, 19 83

Personally appeared the above named Russell D. Fitzgerald and Alissa K. Fitzgerald and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

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

STATE OF ~~OREGON~~ CALIFORNIA

COUNTY OF PLACER } ss

DECEMBER 10

19 83

Personally appeared the above named Ted L. Glidewell & JUDY A. GLIDEWELL and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Frederick W. Festeren
My Commission Expires: Notary Public For Oregon



Signed this 29th day of November, 19 83

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON

COUNTY OF Marion } ss

November 29

19 83

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: Laurie Pachter
My Commission Expires: 12-20-86 Notary Public For Oregon

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS
GENERAL SERVICES BUILDING
1225 FERRY STREET S.E.
SALLM, OREGON 97310

21210

EXHIBIT A

The following described real property in Klamath County, Oregon:

Government Lots 17, 18, 23, 24, 25, 26, 31 and 32 of Section 13 and the Northeast quarter of Section 24, all in Township 36 South, Range 10 East of the Willamette Meridian.

The East half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section 24, Township 36 South, Range 10 East of the Willamette Meridian; EXCEPTING, however, the following described triangular portion in the $SE\frac{1}{4}SE\frac{1}{4}$; Beginning at the Southeast Corner of Section 24, Township 36 South, Range 10 East of the Willamette Meridian, thence North along said section line 841.5 feet (51 rods), thence in a Southwesterly direction to the Southwest corner of the $SE\frac{1}{4}SE\frac{1}{4}$ of said section, thence East along the South line of said section to the point of beginning.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 12 day of Dec. A.D. 19 83at 3:32 o'clock P M, and dulyrecorded in Vol. M83 of MortgagesPage 21208

EVELYN BIEHN, County Clerk

By Lam. Smith DeputyFee 12.00