

34570

DEPARTMENT OF VETERANS' AFFAIRS

ATC-27313-D-M

Vol. 1484 Page 4336

P23999
Loan Number

ASSUMPTION AGREEMENT

DATE: _____

PARTIES:

STANLEY T. McCLELLAN AND JANICE M. McCLELLAN

2012 DAWN DRIVE, KLAMATH FALLS, OREGON 97603

BUYER

JOHN O. STONE JR. AND URSULA B. STONE

4939 SUMAC, KLAMATH FALLS, OREGON 97603

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 \$ 47,500.00 dated November 5, 19 79, 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 M-79 Page 26138 on November 6, 19 79

(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:

Lot 2, Block 2, BANYON PARK, in the County of Klamath, State of 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 \$ 46,370.97 as of February 7, 19 84.

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

The interest rate is variable (indicate whether variable or fixed) and will be 6.7 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 \$ 311.00 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.

Seller signatures waived per 31-M memo in file dated December 9, 1983

BUYER Stanley T. McClellan
STANLEY T. MCCLELLAN

SELLER _____

BUYER Janice M. McClellan
JANICE M. MCCLELLAN

SELLER _____

STATE OF OREGON)
COUNTY OF Klamath) ss March 16, 19 84

Personally appeared the above named STANLEY T. MCCLELLAN and JANICE M. MCCLELLAN and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: _____
My Commission Expires: _____ Notary Public For Oregon

STATE OF OREGON)
COUNTY OF Klamath) ss 3-16, 19 84

Personally appeared the above named Stanley T. McClellan and Janice M. McClellan and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

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

Signed this 15th day of MARCH, 19 84

DIRECTOR OF VETERANS' AFFAIRS - Lender

By Leonard P. Hill
LEONARD P. HILL

STATE OF OREGON)
COUNTY OF KLAMATH) ss MARCH 15th, 19 84

Personally appeared the above named LEONARD P. HILL 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: Lois Fisher
My Commission Expires: 5-30-87 Notary Public For Oregon

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS
124 North 4th Street
Klamath Falls, Oregon 97601

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 16th day of March A.D., 19 84 at 2:48 o'clock P.M. and duly recorded in Vol M84, of Mortgages on page 4336.

Fee: \$ 2.00

EVELYN BIEHN, COUNTY CLERK
by: Tam Smith, Deputy