

M95405

Loan Number

MTC-13743-K
ASSUMPTION AGREEMENT

DATE: June 7, 1984PARTIES: George Jesser and Catherine M. Jesser, husband and wife

BUYER

Nolan C. South and Wilma K. South, husband and wife

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 \$ 42,500.00 dated August 16, 19 78, 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 M78 Page 18209 on August 17, 19 78
- (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:

A tract of land in the E1/4NW1/4 Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the Southerly line of the Klamath Falls-Ashland Highway, at a point which is South 135 feet from the quarter corner common to Sections 28 and 33 in Township 39 South, Range 8 East of the Willamette Meridian; thence South 61° 56' West 219 feet along the Southerly line of said highway to the true point of beginning; thence continuing South 61° 56' West along the Southerly line of said highway, a distance of 155 feet; thence South 1514.30 feet to a stake on the Northerly right of way line of the Weyerhaeuser Logging Road; thence North 54° 12' East 173.85 feet along said right of way line to a point; thence North 0° 01' West 1485.53 feet to the true point of beginning.

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

9935

The interest rate is Variable (Indicate whether variable or fixed) and will be 11.5 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 \$ 395 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 George Jesser

SELLER Nolan C. South

BUYER Catherine M. Jesser

SELLER Wilma K. South

STATE OF OREGON
COUNTY OF Klamath } ss

June 12, 19 84

Personally appeared the above named GEORGE JESSER and CATHERINE M. JESSER and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Kristi L. Redd
My Commission Expires: 11/16/87 Notary Public For Oregon

STATE OF OREGON
COUNTY OF Klamath } ss

June 12, 19 84

Personally appeared the above named NOLAN C. SOUTH and WILMA K. SOUTH and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Kristi L. Redd
My Commission Expires: 11/16/87 Notary Public For Oregon

Signed this 7th day of June, 19 84

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Curt R. Schnepf
Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON
COUNTY OF Marion } ss

June 7, 19 84

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:

Carol M. Mooney
My Commission Expires: 3/16/87 Notary Public For Oregon

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS BUILDING
500 SUMMIT ST. NE

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 13th day of June A.D., 19 84 at 2:12 o'clock p M, and duly recorded in Vol M84, of Mortgages on page 9934.

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy

Fee: \$ 12.00