

40465  
DEPARTMENT OF VETERANS' AFFAIRS

M85982  
Loan Number

MTL-7399-K  
ASSUMPTION AGREEMENT

Vol. M84 Page 14720

DATE: August 20, 1984

PARTIES: RONALD J. SMITH  
SUSAN E. SMITH

GORDON R. ROSS

JOANN ROSS

BUYER

SELLER

LENDER

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

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 April 12, 1978, 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 7111

(b) A note in the sum of \$ 1000.00 dated April 13, 1978, which note is secured by a Trust Deed of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M78, Page 7111

(c) A note in the sum of \$ 1000.00 dated the same date, 1978, which note is secured by a Security Agreement of

(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 18 in Block 17 of HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of 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 \$ 39,267.16 as of August 20, 1984

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.

500-M (9-83)

(tumble)

## SECTION 4. INTEREST RATE AND PAYMENTS

(in whole)

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The interest rate is variable (Indicate whether variable or fixed) and will be 6.2 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 \$ 263.00 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, 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

RONALD J. SMITH

SELLER

GORDON R. ROSS

BUYER

SUSAN E. SMITH

SELLER

JOANN ROSS

STATE OF OREGON

COUNTY OF KlamathAugust 24, 19 84

Personally appeared the above named RONALD J. SMITH and SUSAN E. SMITH, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

My Commission Expires: 11/16/87

STATE OF OREGON, OKLAHOMA

COUNTY OF PittsburgAugust 21, 19 84

Personally appeared the above named GORDON R. ROSS and JOANN ROSS, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

My Commission Expires: 7/8/85

Signed this 13th day of August, 19 84

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

FRED BLANCHFIELD, LOAN SERVICING MANAGER

STATE OF OREGON

COUNTY OF DeschutesAugust 13, 19 84

Personally appeared the above named Fred Blanchfield 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:

My Commission Expires: 08-29-86

Notary Public For Oregon

AFTER RECORDING RETURN TO:

Department of Veterans' Affairs  
155 N.E. Revere  
Bend OR 97701

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the    day of    A.D., 19 83 at 11:43 o'clock A M, and duly recorded in Vol M84, of    Mortgages on page 14720.

Fee: \$ 8.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy