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DEPARTMENT OF VETERANS' AFFAIRS

Vol. m84 Page 14995P43957
Loan NumberAspen Title & Escrow No. M27911
ASSUMPTION AGREEMENTDATE: August 29, 1984PARTIES: RICHARD W. BOERGER
CAROL S. BOERGER

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 \$51,775.00 dated August 1, 1980, 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 M80

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on August 4, 1980(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:

The Northerly 73 feet of Lots 3 and 4, Block 14, BUENA VISTA ADDITION
TO THE CITY OF KLAMATH FALLS, 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 \$48,617.18 as of September 1, 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.

508-M (9-83)

(tumble)

14800

(enclure)

The initial principal and interest payments on the loan are \$330.00 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.

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.

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.

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.

DAVID HALDANE HARRIS

SELLER

August 29

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Before me:

My Commission Expires: March 22, 1985

August 29

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Before me:

My Commission Expires: March 22, 1998

Signed this 24th day of August, 1984

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Gwen Ulrey
GWEN ULREY, Loan Processing Manager

COUNTY OF Deschutes

August 24

9-84

Personally appeared the above named Gwen Ulrey and, being duly sworn, did say that she (she) is authorized to sign the foregoing instrument on behalf of the Director of Veterans' Affairs, and that her signature was the (her) voluntary act and deed.

Before me:

Notary Public For Oregon

My Commission Expires: 08-29-26

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 29th day of August A.D., 1984 at 12:12 o'clock P M,
and duly recorded in Vol M84, of Mortgages on page 14995

EVELYN BIEHN, COUNTY CLERK

by: L. G. Smith, Deputy

Fee: \$ 8.00