

P21578  
Loan Number

ASSUMPTION AGREEMENT

DATE: \_\_\_\_\_

PARTIES: SAMUEL H. CHANCE  
CHRISTINE CHANCE  
EMILE C. GRAVES  
DENNIS ANN GRAVES  
BUYER  
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 November 24, 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 1284 Book M78 Page 26628 on November 27, 19 78.

(b) A note in the sum of \$ 7,500.00 dated September 21, 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 1284 Book M79 Page 22565 on September 21, 19 79.

(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:

Lots 13 and 14 of POOLE HOME SITES, 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 \$ 47,682.72 as of 9-1- 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.

WG:sh

**SECTION 4. INTEREST RATE AND PAYMENTS**

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 \$ 312.00 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 Samuel H. Chance  
Samuel H. Chance

BUYER Christine Chance  
Christine Chance

STATE OF OREGON

COUNTY OF Klamath

SELLER Emile C. Graves, Dennis Ann Graves attorney in fact  
Emile C. Graves

SELLER Dennis Ann Graves  
Dennis Ann Graves

ss September, 19 84

Personally appeared the above named Samuel H. Chance & Christine Chance and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Dusan

My Commission Expires: 6-27-85

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss \_\_\_\_\_, 19 \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public For Oregon

Signed this 12th day of September, 19 84

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Gwen Ulrey  
GWEN ULREY, Loan Processing Manager

STATE OF OREGON

COUNTY OF Deschutes

ss \_\_\_\_\_, 19 84

Personally appeared the above named Gwen Ulrey 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: [Signature]

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 Washington  
County of Clark } ss.

On this 20th day of September, A.D. 19 84, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dennis Ann Graves to me known to be the individual described in and who executed the foregoing instrument for her self and as attorney in fact of Emile C. Graves also therein described, and acknowledged to me that she signed and sealed the same as her voluntary act and deed and as the free and voluntary act and deed of the said Emile C. Graves for the uses and purposes therein mentioned, and an oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Emile C. Graves is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Emile C. Graves Dennis Ann Graves Attorney at Law  
Notary Public in and for the State of Washington  
Dennis R. Dennis

Form No. 0-13.1  
(Previous Form No. CTI-125)

(ACKNOWLEDGMENT BY SELF AND AS ATTORNEY IN FACT.)

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 21 day of Sept. A.D. 19 84  
at 4:00 o'clock P M, and duly  
recorded in Vol. M84 of Mortgages  
Page 16458

**EVELYN BIEHN**, County Clerk

By Sam Smith Deputy

Fee 12.00