

42453

MTC# 14169P

DEPARTMENT OF VETERANS' AFFAIRS

P12813
Loan Number

ASSUMPTION AGREEMENT

Vol. 1484 Page 18121

DATE: October 8, 1984PARTIES: Charles DiPietro and Beverly DiPietro, husband and wife

BUYER

Clem J. Pine and Ann J. Pine, 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 \$ 16,183.00 dated May 24, 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 1267823 Page 12001 on May 25, 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 _____

(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 unrecorded Promissory Note in the amount of \$3,158.00 dated August 19, 1980

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 portion of the NW $\frac{1}{4}$ of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

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 \$ 18189.05

as of 10/1919 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.

Beginning at the Southwest corner of said NW $\frac{1}{4}$; thence North along the West line of Section 8, a distance of 396 feet; thence East parallel to the South line of said Section 8, a distance of 660 feet; thence South parallel to the West line of said Section 8, a distance of 396 feet; thence West along the South line of said NW $\frac{1}{4}$ a distance of 660 feet to the point of beginning.

SECTION 4. INTEREST RATE AND PAYMENTS

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 \$ 185 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 Charles DiPietro

SELLER Clem J. Pine

BUYER Beverly DiPietro

SELLER Ann J. Pine

STATE OF OREGON

COUNTY OF Klamath) ss

10/19, 19 84

Personally appeared the above named Charles DiPietro, Beverly DiPietro, Clem J. Pine + Ann J. Pine and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Pamela Spencer
My Commission Expires: 8/16/88
Notary Public For Oregon

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 8th day of October, 19 84

DIRECTOR OF VETERANS' AFFAIRS - Lender

By L. A. Bosvert
L. A. Bosvert, Assistant Manager
Accounts Services

STATE OF OREGON

COUNTY OF Marion) ss

October 8, 19 84

Personally appeared the above named L. A. Bosvert 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: Evelyn M. Mauney
My Commission Expires: 3/16/87
Notary Public For Oregon

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS' BUILDING
700 Summer St. NE
Salem, Oregon 97310-1201

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 22nd day of October A.D., 19 84 at 10:38 o'clock A M, and duly recorded in Vol MR4, of Mortgages on page 18121.

EVELYN BIEHN, COUNTY CLERK

by: Sam Smith, Deputy

Fee: \$ 8.00