

DEPARTMENT OF VETERANS' AFFAIRS

Aspen #M-28269
ASSUMPTION AGREEMENT

M35751

Loan Number

DATE: November 29, 1984

PARTIES: Donald A. Claunch and Nina E. Claunch, husband and wife

BUYER

Steven A. Mitchell and Sharon K. Mitchell, 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
 700 Summer Street, N.E.
 Salem, Oregon 97310-1201

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 50,000.00 dated December 9, 19 75, 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 M15
Page 15507 on December 9, 19 75

(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 following described real property in Klamath County, Oregon:

PARCEL 1 A tract of land situated in the Southwest quarter of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, described as follows: Beginning at an iron pin on the East boundary of the County Road, said point being South 1,216 feet and East 35 feet from the West quarter corner of said Section 20; thence South, along the East boundary of the County Road, 200 feet to an iron pin; thence East 269 feet to an iron pin on the Southwest boundary of K.I.D. No. 2 Drain; thence North 27° 20' West, along the Southwest boundary of K.I.D. No. 2 Drain, 225.2 feet to an iron pin; thence West 165.3 feet, more or less, to the point of beginning. **PARCEL 2** Beginning at the Southwest corner of Section 10, Township 39 South, Range 10 East of the Willamette Meridian; thence Northerly 1561.35 feet; thence Easterly to Klamath Irrigation District Drainage No. 2 boundary; thence Southeasterly, along the K.I.D. No. 2 boundary, to the South boundary line of said Section 20; thence Westerly to the point of beginning. EXCEPTING THEREFROM that certain tract of land conveyed to Duane Blackman and Darlene Blackman, his wife, by deed dated May 27, 1959, and recorded in Volume 312 at page 646, Klamath County Deed Records.

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.

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Attn: Tax Section
700 Summer Street, N.E.
Salem, Oregon 97310-1201

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1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 50,000.00 dated December 9 19 75 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/Roll/Book M75 Page 15507 on December 9 19 75

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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 \$ 45,921.72 as of December 6 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.

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 \$ 1.57 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

Donald A. Claunch
Donald A. Claunch

SELLER

Steven A. Mitchell
Steven A. Mitchell

BUYER

Zina E. Claunch
Zina E. Claunch

SELLER

Sharon K. Mitchell
Sharon K. Mitchell

STATE OF OREGON

COUNTY OF Klamath

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ss

December 7

19 84

Personally appeared the above named Steven A. Mitchell and Sharon K. Mitchell
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Barbara J. Addington
Notary Public For Oregon
My Commission Expires 3-22-85

STATE OF OREGON

COUNTY OF Klamath

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ss

December 6

19 84

Personally appeared the above named Donald A. Claunch and Zina E. Claunch
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Barbara J. Addington
Notary Public For Oregon
My Commission Expires 3-22-85

Signed this

29th

day of

November

19 84

DIRECTOR OF VETERANS AFFAIRS - Lender

By

Carl E. Schapp
Carl E. Schapp
Manager, Accounts Services

STATE OF OREGON

COUNTY OF Marion

)

ss

November 29

19 84

Personally appeared the above named Carl E. Schapp
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. Draney
Notary Public For Oregon
My Commission Expires 12-18-87

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 7th day of December A.D. 19 84 at 10:39 o'clock A.M., andduly recorded in Vol. 234 of Mortgages on Page 20317

EVELYN BIEHN, County Clerk

By Carl Smith

Fee: \$13.00

AFTER SIGNING RECORDING RETURN TO

DEPARTMENT OF REVENUE
CLERK OF COUNTY
700 S.W. 3rd Ave.
Salem, Oregon 97331