

Return: MTC

DEPARTMENT OF VETERANS' AFFAIRS  
46407

P02242  
Loan Number

ASSUMPTION AGREEMENT

Vol. m85 Page 3043

DATE: January 4, 1985

PARTIES: John W. Morse and Cathryn C. Morse, husband and wife

BUYER

Haril W. Newton and Anita L. Newton, 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 \$ 150,756.00 dated December 2, 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 27431 on December 6, 1978

(b) A note in the sum of \$ dated 1978, 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 1978, 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:

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 \$ 154,295.56 as of 2/28/85

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**

(sample)

3044

The interest rate is Variable (Indicate whether variable or fixed) and will be 11.52 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 \$18,017.00 to be paid annually. (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 Cathryn C. Morse as Attorney in fact for John W. Morse SELLER Haril W. Newton  
John W. Morse Haril W. Newton  
 BUYER Cathryn C. Morse SELLER Anita L. Newton as attorney in fact for Anita L. Newton  
 STATE OF OREGON }  
 COUNTY OF Klamath } ss 2/28, 19 85

Personally appeared the above named Haril W. Newton, individually & as attorney in fact and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: J. Stelle for Anita L. Newton  
 My Commission Expires: 7/13/85  
 Notary Public For Oregon

**STATE OF OREGON**

COUNTY OF Klamath } ss 2/28, 19 85  
 Personally appeared the above named Cathryn C. Morse, individually & as attorney in fact and acknowledged the foregoing instrument to be his (their) voluntary act and deed.  
 Before me: J. Stelle for John W. Morse  
 My Commission Expires: 7/13/85  
 Notary Public For Oregon

Signed this 4th day of January, 19 85

**DIRECTOR OF VETERANS' AFFAIRS - Lender**

By: Curt R. Schnepf  
 Curt R. Schnepf  
 Manager, Accounts Services

**STATE OF OREGON**

COUNTY OF Marion } ss January 4, 19 85

Personally appeared the above named Curt R. Schnepf 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. Mooney  
 My Commission Expires: 3/16/87  
 Notary Public For Oregon

**PARCEL A**

A piece or parcel of land situate in the SW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

TO:

IRS

Beginning at a point on the Northerly boundary of the SW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian from which the Northwest corner of said Section 5 bears North 33° 55' 20" West 812.95 feet and North 0° 21' 20" West 644.5 feet distant; thence North 89° 48' 00" East 887.5 feet along the said Northerly boundary to the Northeast corner of the said SW1/4; thence South 0° 27' 20" West along the Easterly boundary of said SW1/4 1307.15 feet to a point; thence North 33° 55' 20" West 1571.45 feet, more or less, to the point of beginning.

PARCEL B

3045

A piece or parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, from which the stone monument marking the South quarter section corner of said Section 5 bears South 1° 18' 55" West 723.9 feet distant; thence North 33° 55' 20" West 693.35 feet to a point on the Northerly boundary of the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence North 89° 01' 40" East along the said Northerly boundary 400.35 feet to the Northeast corner of the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 1° 18' 55" West along the Easterly boundary of the said SE $\frac{1}{4}$ SW $\frac{1}{4}$  582.3 feet, more or less, to the point of beginning.

PARCEL C

Lots 11, 14, 19, 22 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, from which the stone monument marking the West quarter section corner of said Section 5 bears South 89° 40' 20" West 1318.20 feet distant and the stone monument marking the center quarter section corner of said Section 5 bears North 89° 40' 20" East 1318.15 feet distant; thence North 0° 27' 20" East along the West boundary of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  10.65 feet to a point; thence South 33° 55' 20" East 1588.80 feet to a point on the Southerly boundary of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 89° 01' 40" West along the Southerly boundary of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$  901.70 feet to the Southwest corner; thence North 0° 37' 50" East along the Westerly boundary of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1322.95 feet, more or less, to the point of beginning.

PARCEL D

Lots 25, 26, 31, 32 in Section 5, Township 36 South, Range 7 East of the Willamette Meridian, and the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 8, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following described tract:

Beginning at a stone marking the quarter section corner common to Sections 5 and 8, said Township and Range; thence North 1° 18' 55" East along the North-South centerline of said Section 5, 723.9 feet to an iron pin; thence South 1° 09' 50" East 1768.3 feet to deep water; thence West 52.55 feet to a point on the North-South centerline of said Section 8; thence North along the North-South centerline of said Section 8; 1044.2 feet, more or less, to the point of beginning.

PARCEL E

Government Lots 3, 4, 5 and 6, Section 5, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, SAVING AND EXCEPTING a strip of land 30 feet in width lying parallel with and immediately adjacent to the line marking the Northerly boundary of Lots 3 and 4 of the said Section 5, and extending Westerly from the line marking the Easterly boundary of the said Lot 3 to the line marking the Westerly boundary of the said Lot 4 of the said Section 5, ALSO SAVING AND EXCEPTING: Beginning at a point from which the Northwest corner of said Section 5 bears North 0° 17' West 672.1 feet distant; thence South 33° 41' 2/3" East 778.2 feet; thence South 89° 52' West 428.5 feet; thence North 0° 17' West 648.5 feet, more or less, to the point of beginning. ALSO SAVING AND EXCEPTING: Beginning at a point on the Westerly boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, from which the Northwest corner of said Section 5 bears North 0° 21' 20" West 644.5 feet distant; thence South 33° 55' 20" East 812.95 feet to a point on the Southerly boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South 89° 48' 00" West along the said Southerly boundary 21.05 feet to the Southeast corner of that parcel of land conveyed by Deed dated August 29, 1955 and recorded on page 88, Volume 277, Deed Records of Klamath County; thence North 33° 46' West along the Easterly boundary of said parcel of land 778.2 feet to a point on the Westerly boundary of the said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 0° 21' 20" West 27.55 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 28th day of February A.D., 1985 at 4:29 o'clock p M, and duly recorded in Vol. M85, of Mortgages on page 3043.

EVELYN BIEHN, COUNTY CLERK

by: Pm Smith, Deputy

Fee: \$ 11.00