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PL: [Signature] DEPT. OF VETERANS AFFAIRS  
EASTERN BUREAU, SOCIAL SERVICE

DEPARTMENT OF VETERANS AFFAIRS

48203

P11294

Loan Number

ASSUMPTION AGREEMENT

Vol. 185 Page 6138

DATE: 4/26/85

PARTIES: HOWARD R. MUELLER

CYNTHIA R. MUELLER BUYER

JOHN W. BELLSMITH

DONNA GRACE BELLSMITH 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 \$ 32,500.00 dated April 24, 1979, 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 M79/9284 on April 24, 1979.

(b) A note in the sum of \$ 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 East one-half of Lot 12, Block 2, BRYANT TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TO THE END WHEREBY THE PARTIES HAVE MADE THE ABOVE AGREEMENTS AS A RELEASE TO THE LENDER AND TO THE BUYER OF THE PROPERTY DESCRIBED IN THE SECURITY DOCUMENT.

SECTION 3: ASSUMPTION OF LIABILITY

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 \$ 30,300.26 as of 4/29, 1985.

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 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 \$ 208.00 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 Howard R. Mueller SELLER John W. Bellsmith  
Cynthia R. Mueller SELLER Donna Grace Bellsmith  
 STATE OF OREGON  
 COUNTY OF Klamath ss 4-26, 19 85

Personally appeared the above named Howard R. Mueller + Cynthia R. Mueller and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

My Commission Expires: 7/13/85 Notary Public For Oregon**STATE OF OREGON**

COUNTY OF Klamath ss 4-26, 19 85

Personally appeared the above named John W. Bellsmith + Donna Grace Bellsmith and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

My Commission Expires: 7/13/85 Notary Public For Oregon

Signed this 18th day of April, 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Gwen Ulrey  
 Gwen Ulrey  
 Manager, Loan Processing

**STATE OF OREGON**

COUNTY OF Deschutes ss April 18, 19 85

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:

My Commission Expires: 03-29-86 Notary Public For Oregon

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS  
 155 NE REVERE AVENUE  
 BEND, OREGON 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 April, A.D., 19 85 at 10:21 o'clock A M, and duly recorded in Vol M85, of Mortgages on page 6138.

EVELYN BIEHN, COUNTY CLERK  
 by: Pam Smith, Deputy

Fee: \$ 9.00