

ANY DATA RECORDED IN AOT
RECORD ON THE DATE OF

BARBARA BROWN DOUGLAS COTER

49093

DEPARTMENT OF VETERANS' AFFAIRS

MTC# 14923-0

Vol. 1485 Page

7724

M80855
Loan Number

ASSUMPTION AGREEMENT

DATE: May 9, 1985

PARTIES: Margaret Ann Courtice

BUYER

Gary J. Terpening and Linda M. Terpening, 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 \$ 40,900.00 dated January 27, 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

Re-recorded May 23, 1985 in Volume M85, page 7718, on January 27, 1978, Microfilm Records

(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:

SEE REVERSE FOR LEGAL.

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 \$ 36,961.34 as of 5/22/85

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

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. 7725

The initial principal and interest payments on the loan are \$ 379 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 20, 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 Margaret Ann Courtice By Charles R. Dehlinger
Margaret Ann Courtice
By: Charles R. Dehlinger, as Attorney
in fact for Margaret Ann Courtice
SELLER Gary J. Terpening
GARY J. TERPENING
Linda M. Terpening
STATE OF OREGON Oregon }
COUNTY OF Klamath } ss
Personally appeared the above named Charles R. Dehlinger, as Attorney in fact for Margaret Ann Courtice
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.
Before me: Pamela J. Spencer
My Commission Expires: 8/16/88 Notary Public For Oregon

STATE OF OREGON Oregon }
COUNTY OF Klamath } ss
Personally appeared the above named Gary J. Terpening & Linda M. Terpening
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.
Before me: Jenna Steele
My Commission Expires: 7/13/85 Notary Public For Oregon

Signed this 9th day of May, 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender

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

STATE OF OREGON
COUNTY OF Marion } ss
May 9, 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. Biehn
My Commission Expires: 3/16/87 Notary Public For Oregon

N $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 31, Township 36 South, Range 12 East of the
Willamette Meridian, Klamath County, Oregon.

TOGETHER with a non-exclusive easement over the East 60' of Government Lot 2 lying South of Highway 140, the East 60' of Government Lot 3 and the East 60' of the North $\frac{1}{2}$ of Government Lot 4, Section 31 Township 36 South, Range 12 East of the Willamette Meridian, for ingress and egress to and from the subject property.

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 23rd day of May, A.D., 19 85 at 4:03 o'clock P, M, and duly recorded in Vol M85, of _____ Mortgages on page 7724.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK
by: Pam Smith, Deputy

Return-MTC