

ATE - M28955

P01210  
Loan Number

## ASSUMPTION AGREEMENT

DATE: August 21, 1985PARTIES: MICHAEL RAYMOND SPIVEYVICTORIA DEE SPIVEY

BUYER

ROBERTA A. SYLVESTER

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 \$ 70,080.00 dated November 6, 19 78, 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 25072 on November 7, 19 78
- (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: A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at an iron pipe which marks the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section; thence North on the Westerly line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 208.7 feet to the true point of beginning; thence continuing North along said line 409.5 feet; thence on a 90° angle East 25 feet; thence on a 90° angle North 60 feet; thence on a 90° angle East 332.73 feet; thence on a 90° angle South 103.7 feet; thence on a 90° angle East 237.53 feet; thence on a 90° angle South 365.79 feet; thence on a 90° angle West 596.26 feet to the point of beginning.

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 \$ 67,764.68 as of August 22, 19 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.

PC/sh

508-M (6-85) (Temp.)

Legal correct pk  
(tumble) Payment amount correct pk

85 AUG 22 PM 4 01

**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 \$ 400.00 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 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.

\*\* This law has been suspended until July 1, 1987. Any transfer of a property between 7-3-85 and July 1, 1987, will not be counted as a transfer under the 1983 "Due on Sale" law. However, transfers that occurred between July 20, 1983, and 7-2-85 may become due on sale with the next transfer after July 1, 1987.

**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 Michael Raymond Spivey  
Michael Raymond Spivey

SELLER Roberta A. Sylvester  
Roberta A. Sylvester

BUYER Victoria Dee Spivey  
Victoria Dee Spivey

SELLER \_\_\_\_\_

STATE OF OREGON )

COUNTY OF Klamath ) ss August 22, 19 85

Personally appeared the above named Robert A. Sylvester  
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Harlene D. Addington  
My Commission Expires: 3-22-89 Notary Public For Oregon

STATE OF OREGON )

COUNTY OF Klamath ) ss August 21, 19 85

Personally appeared the above named Michael Raymond Spivey and Victoria Dee Spivey  
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Harlene D. Addington  
My Commission Expires: 3-22-89 Notary Public For Oregon

Signed this 2nd day of August, 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Gwen Ulrey  
GWEN ULREY, Loan Processing Manager

STATE OF OREGON )

COUNTY OF Deschutes ) ss August 2, 19 85

Personally appeared the above named Gwen Ulrey  
and, being duly sworn, did say that she (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: [Signature]  
My Commission Expires: 08-29-86 Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

AFTER SIGNING/RECORDING, RETURN TO:

DEPARTMENT OF VETERANS AFFAIRS  
155 NE Revere  
Bend, OR 97701

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 22nd day  
of August, A.D., 19 85 at 4:01 o'clock P M., and duly recorded in Vol. M85  
of Mortgages on Page 13352

FEE \$9.00

Evelyn Biehn, County Clerk  
By Pam Smith