

DEPARTMENT OF VETERANS' AFFAIRS

52501

M84897  
Loan Number

ASSUMPTION AGREEMENT

Vol. M85 Page 13508

DATE:

PARTIES:

MARTIN T. MANLEY

NANCY M. MANLEY

FLOYD G. FRALEY

SHARON L. FRALEY

BUYER

SELLER

LENDER

The State of Oregon By And Through The Director Of Veterans' Affairs

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 \$ 34,400.00 dated March 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 page 5720 on March 27, 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 on 1978

(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:

Lot 2 in Block 9 of Tract 1064-FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 \$ 31,217.65 as of 8/26/85

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

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**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 \$ 212.00 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.

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**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**

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 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 Martin T. Manley

SELLER Floyd G. Fraley

BUYER Nancy M. Manley

SELLER Sharon L. Fraley

STATE OF OREGON

COUNTY OF Klamath ss

Personally appeared the above named Martin T. Manley & Nancy M. Manley and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Judith Steller

My Commission Expires: 7/14/89 Notary Public For Oregon

STATE OF OREGON

COUNTY OF Klamath ss

Personally appeared the above named Floyd G. Fraley & Sharon L. Fraley and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Judith Steller

My Commission Expires: 7/14/89 Notary Public For Oregon

Signed this 21st day of August, 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Gwen Utrey  
Manager, Loan Processing

STATE OF OREGON

COUNTY OF Deschutes ss

August 21, 19 85

Personally appeared the above named Gwen Utrey 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: [Signature]

My Commission Expires: 08-29-86 Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of August A.D., 19 85 at 12:39 o'clock P M., and duly recorded in Vol. M85 of Mortgages on Page 13508

FEE \$9.00

Evelyn Biehn,  
By [Signature] County Clerk

DEPARTMENT OF VETERANS' AFFAIRS  
155 NE REVERE AVENUE  
BEND, OREGON 97701