

52642

## DEPARTMENT OF VETERANS' AFFAIRS

P57965  
Loan NumberAss 28750 m  
ASSUMPTION AGREEMENT

Vol 1085 Page 13812

DATE: July 25, 1985

PARTIES: Donald E. Jamison and Dorothea E. Jamison, husband and wife

BUYER

Chris C. Penney and Shirley Anne Penney, 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 \$ 52,298.00 dated September 15, 19 81, 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 M81

(b) A note in the sum of \$ dated 19 81, 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 81, 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 7, Block 3, Tract No. 1008, BANYON PARK, according to the plat of record in the office of the Klamath County Clerk, Klamath County, State of 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 \$ 51,199.74 as of June 17, 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 be bound by all of the terms of those obligations at the time, in the manner, and in all respects as are provided in the security document.

## SECTION 4. DUE ON SALE

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# 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.

The initial principal and interest payments on the loan are \$ 514 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 July 3, 1985, 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 July 2, 1985, 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 Donald E. Jamison SELLER Chris C. Penney

Buyer Dorothea E. Jamison SELLER Shirley Anne Penney

STATE OF OREGON BY CHRIS C. PENNEY, HER ATTORNEY

COUNTY OF Klamath Aug. 12 19 85

Personally appeared the above named Donald E. Jamison & Dorothea E. Jamison and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Susan C. Cuel Notary Public For Oregon  
My Commission Expires: 6-21-88

STATE OF OREGON  
COUNTY OF Klamath Aug. 12 19 85

Personally appeared the above named CHRIS C. PENNEY for himself and CHRIS C. PENNEY as attorney and acknowledged the foregoing instrument to be his (their) voluntary act and deed. In fact for SHIRLEY ANNE PENNEY the principal, Shirley Anne Penney

Before me: Harlene D. Adair Notary Public For Oregon  
My Commission Expires March 22, 1989

Signed this 25th day of July 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender  
By: Curt R. Schnepf  
Curt R. Schnepf  
Manager, Accounts Services

STATE OF OREGON  
COUNTY OF Marion July 25 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: Colleen M. McManis Notary Public For Oregon  
My Commission Expires: 3/16/87

FOR COUNTY RECORDING INFORMATION ONLY  
AFTER SIGNING/RECORDING, RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS  
OREGON VETERANS' BUILDING  
700 Summer St. NE  
Salem, Oregon 97310-1201

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of August A.D., 19 85 at 11:07 o'clock A M., and duly recorded in Vol. M85 day of Mortgages on Page 13812

FEE \$9.00  
By Evelyn Biehn, County Clerk  
Pam Smith