

55096

ATC-8-29287

DEPARTMENT OF VETERANS' AFFAIRS

P51641
Loan Number

ASSUMPTION AGREEMENT

Vol. 1785 Page 17949DATE: OCTOBER 30, 1985PARTIES: ANTHONY A. TRUMBLY
E.O. 12812 RE: DEPARTMENT OF VETERANS' AFFAIRSCARLA J. TRUMBLY

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 \$ 50,000.00 dated February 18, 1981, 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/Real/Book M81(b) A note in the sum of \$ Page 3200 on February 23, 1981, which note is secured by a Trust Deed of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Real/Book M81(c) A note in the sum of \$ the same date dated February 23, 1981, which note is secured by a Security Agreement of Klamath county, Oregon, in Volume/Real/Book M81

(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 11, Block 6, Tract No. 1035, GATEWOOD, in the County of Klamath, State of Oregon.SECTION 1. INTERPRETATION
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 \$ 47,074.17 as of 10-30 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.

VC/sh...
SECTION 4
508-M (7-85)

(tumble)

Legal correct
Payment amount correct

11020

SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is variable (indicate whether variable or fixed) and will be 6.7 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 \$ 321.00 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 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 Anthony A. Trumbly SELLER Beverly A. Bakke aka Beverly Bakke
BUYER Carla J. Trumbly SELLER
STATE OF OREGON
COUNTY OF Multnomah ss

Personally appeared the above named Beverly Bakke and acknowledged the foregoing instrument to be his (their) voluntary act and deed. October 29, 19 85

STATE OF OREGON
COUNTY OF Klamath ss
Personally appeared the above named Anthony A. Trumbly & Carla J. Trumbly and acknowledged the foregoing instrument to be his (their) voluntary act and deed. November 4, 19 85

Before me: Susan My Commission Expires: 6-24-88
Notary Public For Oregon
Signed this 18th day of October, 19 85

STATE OF OREGON
COUNTY OF Deschutes ss
Personally appeared the above named Fred Blanchfield and, being duly sworn, did say that he 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. October 18, 19 85

Before me: [Signature] My Commission Expires: 08-29-86
Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY
DATE: NOVEMBER 1, 1985
Loan Number: 12167
STATE OF OREGON: COUNTY OF KLAMATH: ss.

AFTER SIGNING/RECORDING, RETURN TO:
DEPARTMENT OF VETERANS AFFAIRS
155 NE Revere
Bend, OR 97701

Filed for record at request of November A.D. 19 85 at 3:16 o'clock P.M., and duly recorded in Vol. M85 day 4th
Mortgages on Page 17949
Evelyn Biehn
By [Signature] County Clerk

FEE \$9.00