

55219

DEPARTMENT OF VETERANS' AFFAIRS

K-38188

Vol. 1485 Page 18175

M15821

Loan Number

ASSUMPTION AGREEMENT

DATE: October 28, 1985

PARTIES: Douglas R. Montgomery and Ann J. Montgomery, husband and wife

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 \$ 27,075.00 dated September 20, 1974, 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 M74 Page 12532 on September 24, 1974

(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, recorded in the office of the county recording officer of county, Oregon, in Volume/Reel/Book on , 19

(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 8 in Block 7 of THIRD ADDITION TO MOYINA, 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 \$ 21,288.80 as of October 14, 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.

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SECTION 4. INTEREST RATE AND PAYMENTS

(multiple)

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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 \$ 237 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 Douglas R. Montgomery SELLER John C. Flowerday
Ann J. Montgomery SELLER Susan B. Flowerday
 STATE OF OREGON
 COUNTY OF Marion ss November 6, 1985

Personally appeared the above named John E. Susan Flowerday and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Ginda Soney My Commission Expires: 1-26-86
 Notary Public For Oregon

STATE OF OREGON
 COUNTY OF CLATSOP ss November 7, 1985
 Personally appeared the above named Douglas R. Montgomery & Ann J. Montgomery and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Faythe Moore My Commission Expires: 09/27/87
 Notary Public For Oregon

Signed this 28th day of October, 19 85

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

STATE OF OREGON
 COUNTY OF Marion ss October 28, 1985

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

FOR COUNTY RECORDING INFORMATION ONLY

DATE: _____

FILE: _____

ASSUMPTION: _____

STATE OF OREGON: COUNTY OF KLAMATH: ss _____

Filed for record at request of _____ of November A.D., 19 85 at 2:30 o'clock P M., and duly recorded in Vol. M85 day _____ of _____ Mortgages on Page 18175

FEE \$9.00

Evelyn Biehn
 By Pam Smith County Clerk

AFTER SIGNING/RECORDING, RETURN TO:
 DEPARTMENT OF VETERANS' AFFAIRS
 OREGON VETERANS BUILDING
 700 Summer St. NE
 Salem, Oregon 97310-1201