

IM LEZLIYOMA RHEISEO

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BE IT REMEMBERED, that on this 14th day of May, 1906, before me, the undersigned a Notary Public in and for said County and State, the within and foregoing instrument was acknowledged to be the free and voluntary act and deed of the said

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MTC 15398-P

P.O. Box 5555

Portland, Oregon 97228-5555

LYNN LUHMAN, LNAJ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 57-191214-7 LL

Reference is hereby made to that certain Note dated MARCH 1, 19 79

executed by WILLIAM PAUL VIAN AND LINDA S. VIAN

(Borrowers) in

the amount of TWENTY FIVE THOUSAND AND NO/100

Dollars (\$ 25000.00), payable in monthly installments of \$ 234.49 including

interest at the rate of TEN AND THREE QUARTERS percent (10.75 %) per annum.

and due on APRIL 1, 2008

Said Note is secured by that certain Deed of Trust (or Mortgage) of even date executed in favor of

SECURITY SAVINGS AND LOAN ASSOCIATION as Beneficiary on

Mortgagee, which was recorded in the mortgage records of KLAMATH County.

State of OREGON, on MARCH 8, 19 79

in Book/Reel M79, at Page 5280, under No. .

WHEREAS, SECURITY SAVINGS AND LOAN ASSOCIATION has granted, conveyed, assigned, and transferred all beneficial interest in said Note and Deed of Trust (or Mortgage) to American Savings and Loan Association, a Utah Corporation, doing business in Oregon as Willamette Savings and Loan Association, whose address is P.O. Box 5555, 100 S.W. Market Street, Portland, Oregon 97228

WHEREAS, Borrowers have sold the property described in the Deed of Trust (or Mortgage) to the undersigned Purchasers, and said Purchasers desire to assume and agree to pay the indebtedness and perform all the obligations under said Note and Deed of Trust (or Mortgage), and the Association is willing to consent to said transfer of title and assumption of indebtedness and to the release of Borrowers from their present liability on said Note and Deed of Trust (or Mortgage);

THEREFORE, in consideration of the mutual covenants and agreements herein contained,

IT IS HEREBY AGREED as follows:

1. The Association does hereby consent to the sale and conveyance of the premises by the aforesaid Borrowers to said Purchasers.

2. The Purchasers do hereby assume and agree to pay the indebtedness, evidenced by said Note and Deed of Trust (or Mortgage), and to perform all of the obligations provided therein, except as modified herein, it being agreed and understood that as of the date of this agreement, the unpaid balance of said

indebtedness is TWENTY THREE THOUSAND SIX HUNDRED EIGHTY AND 37/100----- Dollars

(\$ 23,680.37), and that interest rate shall be ELEVEN percent

(11.00 %) per annum and that monthly payment shall be made beginning the FIRST

day of NOVEMBER, 19 85, in the sum of

TWO HUNDRED THIRTY EIGHT AND 51/100----- Dollars (\$ 238.51)

per month, to be applied first to interest and the balance to principal until said indebtedness is paid in full,

and that, in addition, the undersigned will pay the sum of FOURTY TWO AND 49/100-----

Dollars (\$ 42.49), estimated to be sufficient to pay taxes ~~and insurance~~ on said property, which estimate may be revised as provided in the Deed of Trust (or Mortgage), making a total current

payment of TWO HUNDRED EIGHTY ONE AND NO/100----- Dollars

(\$ 281.00) per month.

3. Upon execution of the agreement by the Association, Borrowers are released and discharged of all personal obligation on said Note and Deed of Trust (or Mortgage).

4. This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors, and assigns.

5. Except as otherwise provided herein, said Note and Deed of Trust, and all other loan documents, shall remain in full force and effect.

6. Purchasers agree that Lender's prior written consent shall be required for any and all sales or transfers of any interest in the property described in the Deed of Trust, including, but not limited to, any sale or transfer by land sale contract and except as otherwise provided in paragraph 17 of the Deed of Trust; and that if such sale or transfer occurs without Lender's prior written consent, Lender will have all rights and remedies provided for and referred to in paragraph 17 of the Deed of Trust. Purchasers also agree that Lender may require additional fees, changes in the rate of interest, a change in the maturity, or other changes in the terms or conditions of the Note, Deed of Trust, or other loan documents in exchange for Lender's written consent to any sale or transfer of an interest in the property as aforesaid.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 28th

day of October, 19 85.

William Paul Vian
Borrower WILLIAM PAUL VIAN

Ralph C. Earp
Purchaser RALPH C. EARP

Pamela S. Earp
Borrower PAMELA S. EARP

Pamela S. Earp
Purchaser PAMELA S. EARP

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 28th day of October, 19 85, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RALPH C. EARP and PAMELA S. EARP

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that they..... executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Pamela S. Earp
Notary Public for Oregon.

My Commission expires 8/16/88

WILLAMETTE SAVINGS AND LOAN ASSOCIATION

(ACKNOWLEDGEMENTS
REQUIRED FOR ALL
SIGNATURES)

BY

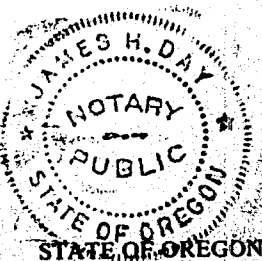
Authorized Signature

ATTEST:

Secretary

(X) STATE OF OREGON)
County of) ss

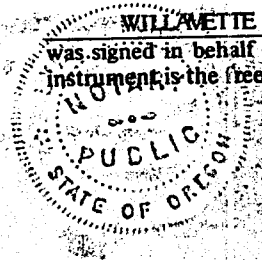
On this 13th day of Nov, 19 85, before me,
personally appeared the above named WILLIAM PAUL VIAN,
who acknowledged the foregoing instrument to be HIS voluntary act and deed.

STATE OF OREGON)
County of MLTINMAH)

James H. Day
Notary Public for Oregon
My Commission expires 6-7-87

On this 11th day of OCTOBER, 19 85, before me
appeared LLOYD JONES, to me personally known, who
being duly sworn did say that HE is the VICE PRESIDENT of

WILLAMETTE SAVINGS AND LOAN ASSOCIATION and that the foregoing instrument
was signed in behalf of said Corporation by authority of its Board of Directors, and acknowledged that said
instrument is the free act and deed of said Corporation.



Lynn L. Salzman
Notary Public for Oregon
My Commission expires: 11-22-87

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 22nd day
of November A.D., 19 85 at 8:32 o'clock A M., and duly recorded in Vol. M85
of Mortgages on Page 18936.

FEE \$13.00

Evelyn Biehn,
By _____

County Clerk

Ram Smith