

DEPARTMENT OF VETERANS' AFFAIRS

M69151
Loan Number

56571

MR 15420-P
ASSUMPTION AGREEMENT Vol. M85

Page 20699

DATE: December 20, 1985

PARTIES:

WILLIAM S. ERICKSON III

PATTI L. ERICKSON

JOHN W. PYLES

MARY PYLES

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 \$ 35,000.00 dated July 25, 19 77, 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 M77 Page 13292

(b) A note in the sum of \$ dated July 26, 19 77, 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

(c) A note in the sum of \$ the same date dated 19 , which note is secured by a Security Agreement of

(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:

As described in the attached Exhibit "A" and by reference made a part hereof:

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 \$ 31,098.29 as of December 18, 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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(tumble)

Payment amount correct
Legal correct

WSE
AGP
JWP
MD

207C0

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 \$ 224.00 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 William S. Erickson III SELLER John W. Pyles
Patti L. Erickson SELLER Mary Pyles
 STATE OF OREGON)
 COUNTY OF Klamath) ss December 20, 19 85

Personally appeared the above named WILLIAM S. ERICKSON, III and PATTI L. ERICKSON
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd
 My Commission Expires: 11/16/87 Notary Public For Oregon

STATE OF OREGON)
 COUNTY OF Klamath) ss December 20, 19 85

Personally appeared the above named JOHN W. PYLES and MARY PYLES
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd
 My Commission Expires: 11/16/87 Notary Public For Oregon

Signed this 18th day of December, 19 85

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Fred Blanchfield
 FRED BLANCHFIELD, Manager, Loan Servicing/
 Loan Processing

STATE OF OREGON)
 COUNTY OF Deschutes) ss December 18, 19 85

Personally appeared the above named Fred Blanchfield
 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

AFTER SIGNING/RECORDING, RETURN TO:

DEPARTMENT OF VETERANS AFFAIRS
 155 NE Revere
 Bend OR 97701

20701

Exhibit "A"
The following described real property is situated in Klamath County, Oregon,
being more particularly described as follows:

Beginning at an iron pipe driven at a point in the Southerly line produced Eastwardly of Second Avenue of Altamont Acres, as shown on the plat of the same on file in the office of the County Clerk of Klamath County, said point being 20.0 feet distant Westerly from the intersection of the said Southerly line of Second Avenue produced and the line marking the Easterly boundary of the $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, and from which point an iron pipe marking the initial point of the survey of the Townsend Tracts as shown on the plat of the same on file in the office of the said County Clerk of Klamath County, bears North $26^{\circ} 41'$ East 44.14 feet distant; thence North $89^{\circ} 16'$ West along the said Southerly line of Second Avenue produced 140.35 feet; thence South $33^{\circ} 37'$ East 255.17 feet; thence North $0^{\circ} 15'$ West along a line parallel with and 20.0 feet distant Westerly from the said line marking the Easterly boundary of the said $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, 210.65 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of December _____ A.D., 19 85 at 4:02 o'clock P M., and duly recorded in Vol. M85 day
of Mortgages _____ on Page 20700

FEE \$9.00

EVELYN BIEHN
By Bernetha W. Hetch County Clerk