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| DATE January 21, 1996 PARTIES: Christopher A. Cook and Gayla M. Cook. husband and wife. BUYER Judith Lr. Evans Judith Lr. Evans SELLER Judith Lr. Evans SELLER The State of Oregon By And Through The Director Of Veterans' Affairs LENDER Unit a change to requested, at tax statements are to be sent to: Department of Veterans' Affairs Unit a change to requested, at tax statements are to be sent to: Department of Veterans' Affairs Stein: Oregon BY And Through The Director Of Veterans' Affairs LENDER Unit a change to requested, at tax statements are to be sent to: Department of Veterans' Affairs 1 Setter orese Lander the detat shown by: (atted19) | Loan Numb | er | A55 | UMPTION A | | na ar an suis Na Statute Statu | | |
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| <pre>(d) and further shown by <u>Assumption Agreement for \$22,566.69 recorded May 30, 1984,</u> <u>Vol. M84 Page 9037 in Klamath County, Oregon.</u> this agreement the items mentioned in (a), (b), (c), and (d) will be called "security document" from here on. 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. The property being sold by aller and Buyer have asked Lender to release Seller from turther liability under or on account of the security document. The property being sold by aller and Buyer have asked Lender to release Seller from turther liability under or on account of the security document. The property being sold by aller and Buyer have asked Lender to release Seller from turther liability under or on account of the security document. The property being sold by aller and Buyer have asked Lender to release Seller from turther liability under or on account of the security document. The property being sold by plat thereof on file in the office of the County Clerk of Klamath County, Oregon.</pre> | the same d | ate | dated | | , 19, which | note is secured by a | Security 4 | • |
| <pre>this agreement the items mentioned in (a). (b). (c), and (d) will be called "security document" from here on. Selier 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. The property described in the security document. The property described as the property described as the security document. The property described as being sold by aller and Buyer have asked Lender to relate Seller from further liability under or on account of the security document. The property described as follows: Lot 32, FIRST ADDITION TO MADISON PARK, according to the offical plat thereof on file in the office of the County Clerk of Klamath County, Oregon. RTHE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER, LENDER, AND YER AGREE AS FOLLOWS: THON 1. UNPAID BALANCE OF SECURED OBLIGATION unpaid balance on the loan being assumed is \$ 22,083,22 ss of</pre> | (d) and further | | | | | | Cooliny Agreen | nent of |
| <pre>this agreement the items mentioned in (a). (b). (c), and (d) will be called "security document" from here on. Selier 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. The property described in the security document. The property described as the property described as the security document. The property described as being sold by aller and Buyer have asked Lender to relate Seller from further liability under or on account of the security document. The property described as follows: Lot 32, FIRST ADDITION TO MADISON PARK, according to the offical plat thereof on file in the office of the County Clerk of Klamath County, Oregon. RTHE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER, LENDER, AND YER AGREE AS FOLLOWS: THON 1. UNPAID BALANCE OF SECURED OBLIGATION unpaid balance on the loan being assumed is \$ 22,083,22 ss of</pre> | Vo. | | on Agreeme | ent for \$ | 22,566.69 re | corded May | <u>30,</u> 1984 | |
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SECTION 4. INTEREST RATE AND PAYMENTS Section 4. Interest Interest Interest interest at 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 \$_____ 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 ** 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 bart of the property securing this loan. However, transfer or sale to the original borrower, the surviving spouse, unremarried former spouse, surviving borrower. The surviving spouse, unremarried former spouse, surviving spouse. 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 part of the property securing this loan. However, transfer or sale to the original borrower, the surviving spouse, unremarried former spouse, 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. child or stepchild of the original borrower, or to a veterall eligible for a loan under UND 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 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 shall be joint and several. 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 BUYER STATE OF OREGON Cao HOL wdith L. van Evans COUNTY OF SELLER marino Personally appeared the above named <u>JUDITH L. EVANS</u> and ackrowiedged the foregoing instrument to be his (their) voluntary act and deed. 2.25 -, 19_86 STATE OF OREGON Before me: Klamat COUNTY OF. My Commission Expires: 6/3/87Personally appeared the above parhed Notary Public For Oregon SS and actionality appeared the soove pamed ______ (their) voluntary act and deed look - 07 - 0. · o Before me: ******** My Commission Expires: Marrie and Car Signed this. Public For Oregon 21st day of January 86 DIRECTOR OF VETERANS' AFFAIRS - Lender STATE OF OREGON Curt R. Schnepp Bv COUNTY OF __ Marion Manager, Accounts Services FOR COUNTY RECORDING INFORMATION ONLY tolu My Commission Expires: Notary Public For Oregon 3/16/87 AFTER SIGNING/RECORDING, RETURN TO: STATE OF OREGON: COUNTY OF KLAMATH: DEPARTMENT OF VETERANS' AFFAIRS 220. OREGON VETERANS EUILDING Filed for record at request of Tebruary 22 700 Summer St. NE Salem, Oregon 97310-1201 A.D., 19 86 of _ at 4:13 FEE Mortgages o'clock _P \$9.00 M., and duly recorded in Vol. on Page 26th day Evelyn Biehn, M86__ By County Clerk 272