

60378

DEPARTMENT OF VETERANS' AFFAIRS

M96632

Loan Number

Vol. M86 Page 6563
Aspen Title # M-28037
ASSUMPTION AGREEMENTDATE: April 8, 1986PARTIES: KENNETH L. JOHNSTONWENDY J. JOHNSTON

BUYER

LLOYD VERNON HOWARD (aka) LLOYD VERNON HOWARD, JR.)
CHERYL A. HOWARD

SELLER

The State of Oregon By And Through The Director Of Veterans' Affairs

LENDER

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 \$ 29,192.00 dated September 29, 19 78, 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 M78, Page 21796(b) A note in the sum of \$ 70,200.00 dated September 5, 19 73, 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 M73, Page 51931(c) A note in the sum of \$ the same date dated September 5, 19 73, 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:

SECTION 2. 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 \$ 63,000.00 as of April 2, 19 86SECTION 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.

508-M (7-85)

(tumble)

SECTION 4. INTEREST RATE AND PAYMENTS

(Include)

6564

The interest rate is variable (indicate whether variable or fixed) and will be 7.2 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 \$ 424.00 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 Kenneth L. Johnston SELLER Lloyd Vernon Howard
Wendy J. Johnston SELLER Cheryl A. Howard
 KENNETH L. JOHNSTON LLOYD VERNON HOWARD
 WENDY J. JOHNSTON CHERYL A. HOWARD
 STATE OF OREGON) ss April 8, 19 86
 COUNTY OF Klamath

Personally appeared the above named Kenneth L. Johnston and Wendy J. Johnston and acknowledged the foregoing instrument to be his (their) voluntary act and deed.
 Before me: Marlene P. Addington Notary Public For Oregon
 My Commission Expires: 3-22-89

STATE OF TEXAS) ss April 11, 19 86
 COUNTY OF HARRIS
 Personally appeared the above named LLOYD VERNON HOWARD AND CHERYL A. HOWARD and acknowledged the foregoing instrument to be his (their) voluntary act and deed.
 Before me: Samuel Richard Weathersby Notary Public For Oregon
 My Commission Expires: Nov 31, 1989

Signed this 3rd day of April, 19 86
 DIRECTOR OF VETERANS' AFFAIRS - Lender
 By: Fred Blanchfield
 Fred Blanchfield
 Manager, Bend Office
 STATE OF OREGON) ss April 3, 19 86
 COUNTY OF Deschutes
 Fred Blanchfield

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: Linda Kirkham Notary Public For Oregon
 My Commission Expires: 1-1-90

FOR COUNTY RECORDING INFORMATION ONLY
 DATE
 TIME
 ASSIGNMENT AGREEMENT
 DEPARTMENT OF VETERANS AFFAIRS
 AFTER SIGNING/RECORDING, RETURN TO:
 Department of Veterans Affairs
 155 N.E. Revere
 Bend OR 97701

PARCEL 1:

A tract of land situated in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin which is located North 28° 36' 18" West 1987.99 feet from the Southeast corner of said Section 7; thence South 74° 15' 20" West 157.77 feet to a 5/8" iron pin in an existing fence line; thence South 15° 44' 40" East along said fence line 194.5 feet to a fence corner; thence leaving said fence line and continuing South 15° 44' 40" East to the South line of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 7; thence Easterly along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7 to a point that bears South 15° 44' 40" East from the point of beginning; thence North 15° 44' 40" West to the point of beginning.

TOGETHER WITH

A strip of land 30 feet in width for road easement purposes, for ingress and egress to the above described tract of land, said easement being situated in the SE $\frac{1}{4}$ of Section 7, and the SW $\frac{1}{4}$ of Section 8, Township 40 South, Range 8 East of the Willamette Meridian, said strip of land being 15 feet each side of, measured at right angles to the following described centerline:

Beginning at a point on the Easterly line of the above described tract of land, said point being situated North 28° 36' 18" West 1987.99 feet and South 15° 44' 40" East 70.42 feet from the Southeast corner of said Section 7; thence North 70° 14' 50" East 102.17 feet; thence South 65° 44' 20" East 111.88 feet; thence South 87° 00' 30" East 358.12 feet; thence North 67° 52' 30" East 122.99 feet; thence North 30° 20' 50" East 109.81 feet; thence North 59° 09' 30" East 285.17 feet, more or less, to the centerline of the Keno-Worden County Road, EXCEPTING THEREFROM that portion within the county road right of way.

PARCEL 2:

A tract of land situated in the SE $\frac{1}{4}$ of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin which is located North 24° 22' 20" West a distance of 2137.93 feet from the Southeast corner of said Section 7; thence North 26° 02' 00" West 416.00 feet to a 5/8 inch iron pin; thence South 63° 58' 00" West 208.00 feet to a 5/8 inch iron pin; thence South 26° 02' 00" East 416.00 feet to a 5/8 inch iron pin; thence North 63° 58' 00" East 208.00 feet to the point of beginning, with the bearings based on recorded Survey No. 1356 as recorded in the office of the Klamath County Surveyor.

TOGETHER WITH -

6566

A strip of land, thirty feet in width for road easement purposes, for ingress and egress to the above described tract of land, said easement being situated in the SE $\frac{1}{4}$ of Section 7 and the SW $\frac{1}{4}$ of Section 8, Township 40 South, Range 8 East of the Willamette Meridian, said strip of land being 15 feet each side of, measured at right angles to the following described centerline:

Beginning at a point on the Southerly line of the above described tract of land, said point being situated North 24° 22' 20" West a distance of 2137.93 feet and South 63° 58' 00" West a distance of 125.02 feet from the Southeast corner of said Section 7; thence South 21° 47' 30" East 154.15 feet; thence South 15° 44' 40" East 69.19 feet; thence North 70° 14' 50" East 87.13 feet; thence South 65° 44' 20" East 111.88 feet; thence South 87° 00' 30" East 358.12 feet; thence North 67° 52' 30" East 122.99 feet; thence North 30° 20' 50" East 109.81 feet; thence North 59° 09' 30" East 285.17 feet; more or less, to the centerline of the Keno-Worden County Road; EXCEPTING THEREFROM that portion within the County Road right of way.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 16th day
of April A.D., 19 86 at 4:10 o'clock P M., and duly recorded in Vol. M86,
of Mortgages on Page 6563.

FEE \$17.00

Evelyn Biehn,

County Clerk

By

