

60755

DEPARTMENT OF VETERANS' AFFAIRS

Vol. MS80 Page 7209

M86982

ASSUMPTION AGREEMENT

Loan Number

DATE: April 28, 1986PARTIES: BURCE A. SORLIENLINDA A. SORLIEN, husband and wife

BUYER

BOBBY L. LAMBERT

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 \$ 42,500.00 dated 4-21, 19 78, which note is secured by a mortgage of the samedate, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M-8(b) A note in the sum of \$ 7844.87 dated 4-21, 19 78, which note is secured by a Trust Deed of the samedate and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M-8(c) A note in the sum of \$ 7844.87 dated 4-21, 19 78, 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:

A tract of land situated in the N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 9; thence South 0°08' West 608.25 feet; thence North 89°52' West 1095.51 feet to the point of beginning; thence North 0°08' East 205 feet; thence North 89°52' West 214.19 feet; thence South 0°08' West 205 feet; thence South 89°52' East 214.19 feet to the point of beginning.

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 \$ 38,395.85 as of April 24, 19 86

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.

(tumble)

SECTION 4. INTEREST RATE AND PAYMENTS

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 \$ 285.00 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 Bruce A. Sorlien
Bruce A. Sorlien
 BUYER for Linda A. Sorlien
Linda A. Sorlien

SELLER Bobby L. Lambert
BOBBY L. LAMBERT
 SELLER

STATE OF OREGON)
 COUNTY OF Klamath) ss April 28, 19 86

Personally appeared the above named BRUCE A. SORLIEN for himself and as attorney-in-fact for LINDA A. SORLIEN 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 April 28, 19 86

Personally appeared the above named BOBBY L. LAMBERT 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 24th day of April, 19 86

Fred Blanchfield
 By: Fred Blanchfield, Manager, Bend Office

STATE OF OREGON)
 COUNTY OF Deschutes) ss April 24, 19 86

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 Kindhar
 My Commission Expires: 1-1-90
 Notary Public For Oregon

STATE OF OREGON)
 County of Klamath) ss

Filed for record at request of:

on this 28th day of April A.D., 19 86
 at 1:32 o'clock P M. and duly recorded
 in Vol. M86 of Mtges. Page 7209

By Evelyn Biehn, County Clerk
[Signature] Deputy.

Fee, \$9.00

AFTER SIGNING/RECORDING, RETURN TO:

Department of Veterans Affairs
 155 N.E. Revere
 Bend OR 97701