

63854

Vol. M80 Page 12705

## DEPARTMENT OF VETERANS' AFFAIRS

ATC # M29912  
ASSUMPTION AGREEMENTP46481  
Loan NumberDATE: July 21, 1986PARTIES: DONALD L. MERRIGAN

BUYER

IDA L. MERRIGANJANICE MARIE SMITH

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 \$ 38,000.00 dated September 19, 19 80, 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 M80 Book M80 Page 17877 on September 19, 19 80

(b) A note in the sum of \$ 4,975.00 dated September 17, 19 81, which note is secured by a Note & Mortgage of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume M81 Book M81 Page 17182 on September 25, 19 81

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

(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:

The Southerly 90.2 feet of Lot 9, Block 1, PINE GROVE RANCHETTES, in the County of Klamath, State of Oregon.

Together with the following described mobile home, which is firmly affixed to the property:  
1978 Gibraltar 24 x 56 Serial No. 24X6094276 X151903

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 \$ 36,999.39 as of July 11, 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.

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Legal correct ☒  
Payment amount correct ☒

(tumble)

#### SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is variable (indicate whether variable or fixed) and will be 7.879 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 \$ 347.00 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 Donald L. Merrigan

SELLER Janice Marie Smith

BUYER Ida L. Merrigan

SELLER \_\_\_\_\_

STATE OF OREGON

COUNTY OF Klamath ) ss July 21, 19 86

Personally appeared the above named DONALD L. MERRIGAN and IDA L. MERRIGAN, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Carole Johnson  
My Commission Expires: 1-15-90 Notary Public For Oregon

STATE OF OREGON

COUNTY OF Klamath ) ss July 21, 19 86

Personally appeared the above named Janice Marie Smith and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Carole Johnson  
My Commission Expires: 1-15-90 Notary Public For Oregon

Signed this 15th day of July, 19 86

DIRECTOR OF VETERANS' AFFAIRS - Lender

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

STATE OF OREGON

COUNTY OF Deschutes ) ss July 15, 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.

STATE OF OREGON,  
County of Klamath ss.

Before me: Linda Kiekhan  
My Commission Expires: 1-1-90 Notary Public For Oregon

Filed for record at request of:

on this 21st day of July A.D., 19 86  
at 11:11 o'clock A M. and duly recorded  
in Vol. M86 of Mtges. Page 12705  
Evelyn Biehn, County Clerk  
By [Signature] Deputy.

Fee, \$9.00

AFTER SIGNING/RECORDING, RETURN TO:

DEPARTMENT OF VETERANS AFFAIRS  
155 NE Revere  
Bend OR 97701