

64517

DEPARTMENT OF VETERANS' AFFAIRS

Vol. M86 Page 13930Loan Number M85004MK-10740-P
ASSUMPTION AGREEMENTDATE: July 16, 1986PARTIES: Ralph E. Smith

BUYER

Thomas C. Dickert and Gale R. Dickert, husband and wife

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 March 23, 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 5535 on March 23, 19 78

(b) A note in the sum of \$ _____ dated _____, 19 _____, 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 _____ on _____, 19 _____

(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:

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 \$ 37,861.54 as of May 30, 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.

SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is Variable (Indicate whether variable or fixed) and will be 9.86 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 \$ 350 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 Ralph E. Smith

SELLER Thomas C. Dickert

BUYER _____

SELLER Gale R. Dickert

STATE OF OREGON)
COUNTY OF Klamath) ss

8/6, 19 86

Personally appeared the above named RALPH E. SMITH
and acknowledged the foregoing instrument to be his (their) voluntary act and deed

Before me:

My Commission Expires: 8/16/88

STATE OF OREGON)
COUNTY OF Klamath) ss

8/6, 19 86

Personally appeared the above named THOMAS C. DICKERT & GALE R. DICKERT
and acknowledged the foregoing instrument to be his (their) voluntary act and deed

Before me:

My Commission Expires: 8/16/88

Signed this 16th day of July, 19 86

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Curt R. Schnepf
Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON)
COUNTY OF Marion) ss

July 16, 19 86

Personally appeared the above named Curt R. Schnepf
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:

My Commission Expires: 3/16/87

Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

AFTER SIGNING/RECORDING, RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS BUILDING
700 Summer St. NE
Salem, Oregon 97310-1201

13932

That part of Lots 17, 18 and 19, HOMEDALE, in the County of Klamath, State of Oregon, described as follows, to-wit:

Beginning on the North line of Lot 17, Homedale, 134 feet West of the Northeast corner of said Lot 17, said point also being the Northwest corner of a tract conveyed to Charles M. Seward by deed recorded April 11, 1934 in Book 100 at page 76, Deed Records of Klamath County Oregon; thence South along the West line of said Seward Tract and parallel to the East line of Lots 17, 18 and 19 to the South line of Lot 19; thence West along the South line of said Lot 19, 132 $-2/3$ feet to the Southeast corner of a tract conveyed to L.E. Judd and Emma Judd, husband and wife, by Deed recorded January 2, 1940 in Book 126 at page 257, Deed Records of Klamath County, Oregon; thence North along the East line of Judd Tract, said East line being 133- $1/3$ feet East of and parallel to the West line of Lots 17, 18 and 19, to the North line of Lot 17 and the Northeast corner of said Judd Tract; thence East along the North line of Lot 17 to the point of beginning.

TOGETHER WITH the following mobile home which is firmly affixed to the property: 1973 Shelby, Ser. No. 14X602FRSJS4007, License No. X94894 5.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
 of August A.D., 19 86 at 9:34 o'clock A M., and duly recorded in Vol. M86 day
 of Mortgages on Page 13930
 FEE \$13.00
 Evelyn Biehn, County Clerk
 By [Signature]