

DEPARTMENT OF VETERANS' AFFAIRS

Aspen Title #M-30288
ASSUMPTION AGREEMENT

P04343
 Loan Number

DATE: September 18, 1986

PARTIES: Karen L. Eisenlord

BUYER

John G. Houghton and Sandra A. Houghton, 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 \$ 43,913.30 dated December 21, 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 28431 on December 21, 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:

Lot 3, Block 7, SECOND ADDITION TO WINEMA GARDENS, in the
County of Klamath, State of Oregon.

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 \$ 40,715.06 as of September 4, 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 \$ 375 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.

18429

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.

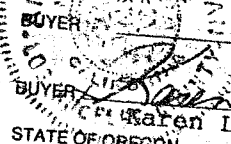
** This law has been suspended until July 1, 1987. Any transfer of a property between July 3, 1985, and July 1, 1987, will not be counted as a transfer under the 1983 "Due on Sale" law. However, transfers that occurred between July 20, 1983, and July 2, 1985, may become due on sale with the next transfer 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 this security document.



BUYER Karen L. Eisenlord
STATE OF OREGON
COUNTY OF Marion) ss

SELLER John B. Houghton by Loreta G. Harkins *attorney in fact*
John G. Houghton
SELLER Sandra A. Houghton by Loreta G. Harkins *attorney in fact*
Sandra A. Houghton

Personally appeared the above named _____, 19____
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: _____
My Commission Expires: _____ Notary Public For Oregon

STATE OF OREGON
COUNTY OF _____) ss

Personally appeared the above named _____, 19____
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: _____
My Commission Expires: _____ Notary Public For Oregon

Signed this 18th day of September, 19 86

DIRECTOR OF VETERANS' AFFAIRS - Lender
By: Charles E. Gehley
Charles E. Gehley, Asst. Admin.
Central Operations

STATE OF OREGON
COUNTY OF Marion) ss

Personally appeared the above named Charles E. Gehley, 19 86
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: Evelyn M. Mooney
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

18430

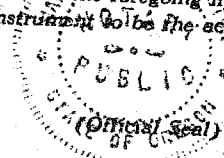
FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath

} ss.

On this the 8th day of October, 1986 personally appeared
LORETA A. HARKINS
 who, being duly sworn (or affirmed), did say that She is the attorney in fact for JOHN G. HOUGHTON
 and SANDRA A. HOUGHTON
 that ~~she~~ executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-
 edged said instrument to be the act and deed of said principal.



Before me:

W. Darlene T. Addington
 (Signature)

My Commission Expires: 3-22-89

(Title of Officer)

CAT. NO. NN00627
 TO 1944 CA (1-83)

(Individual)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

} ss.

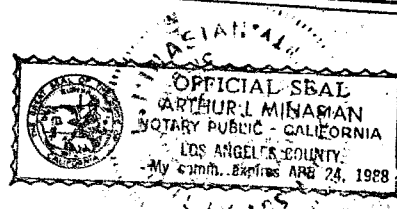
On OCTOBER 6-1986
 said State, personally appeared KAREN L. EISENLORD before me, the undersigned, a Notary Public in and for

KAREN L. EISENLORD, personally known to me or
 proved to me on the basis of satisfactory evidence to be
 the person whose name IS subscribed to the
 within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal.

Signature

Arthur L. Minasian



(This area for official notarial seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
 of October A.D., 19 86 at 3:33 o'clock P M., and duly recorded in Vol. 1836
 of Mortgages on Page 18428

FEE \$13.00

By Evelyn Biehn, County ClerkBy Sam Smith