

DEPARTMENT OF VETERANS' AFFAIRS

P65851
Loan Number

72661

177C-177A5-K
ASSUMPTION AGREEMENT

Vol. M84 Page 4804

DATE: March 16, 1987

PARTIES: Robert H. Schock and Judie Schock, husband and wife

Jerry Lee Howard and Karen L. Howard

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 \$ _____ dated _____, 19 _____, which note is secured by a mortgage of the same date, and recorded in the office of the county recording officer of _____ county, Oregon, in Volume/Real/Book _____

(b) A note in the sum of \$ 73,500.00 dated March 23, 1984, which note is secured by a Trust Deed of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Real/Book M84 Page 4835

(c) A note in the sum of \$ _____ dated _____, 1984, Klamath County, Oregon, 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 documents" 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 \$ 73,772.73 as of March 2, 1987

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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SECTION 4. INTEREST RATE AND PAYMENTS

(7/10/83)

4805

The interest rate is Variable (indicate whether variable or fixed) and will be 11.5 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 \$ 735 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, unremarried 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 Robert H. Schock
Robert H. Schock

Atty Hoots
SELLER Jerry Lee Howard
Jerry Lee Howard

BUYER Judie Schock
Judie Schock

SELLER Karen L. Howard
Karen L. Howard

STATE OF OREGON)
COUNTY OF Klamath) ss March 23, 19 87

Personally appeared the above named ROBERT H. SCHOCK and JUDIE SCHOCK and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd
Notary Public For Oregon
My Commission Expires: 11/16/87

STATE OF OREGON)
COUNTY OF Klamath) ss March 23, 19 87

Personally appeared the above named D. L. HOOTS as attorney-in-fact for Jerry Lee Howard and KAREN L. HOWARD and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd
Notary Public For Oregon
My Commission Expires: 11/16/87

Signed this 16th day of March, 19 87

DIRECTOR OF VETERANS' AFFAIRS - Lender
By: Curt R. Schnepf
Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON)
COUNTY OF Marion) ss March 16, 19 87

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: Erlyn M. Mooney
Notary Public For Oregon
My Commission Expires: 3/16/87

FOR COUNTY RECORDING INFORMATION ONLY
DATE: _____
FILE NO: _____
ASSISTANT COUNTY CLERK

AFTER SIGNING/RECORDING, RETURN TO:
DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS' BUILDING
700 Summer St. NE
Salem, Oregon 97310-1201

A Parcel of land situate in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

4806

Beginning at a 7/8" iron pipe 33 feet East of the center line of Tingley Road which is 1810.20 feet South 00° 22' 00" East of a railroad spike in the intersection of Tingley and Midland Roads marking the Northwest corner of Section 4, Township 40 South, Range 9 East of the Willamette Meridian; thence running 870.40 feet in a direction of South 00° 22' 00" East along the East right of way of Tingley Road to a 60 penny nail in the East half of the pavement of said Road, said nail being on the North line of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 4; thence turning and running 751.15 feet along said North line in a direction of North 89° 36' 25" East along property owned by E. G. Parker to a 1 $\frac{1}{2}$ " iron pipe 6 feet long; thence turning and running 1149.4 feet in a direction of North 41° 02' 08" West along property owned by James V. Lockard to a 7/8" iron pipe which is the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 24th day
of March A.D., 19 87 at 2:57 o'clock P M., and duly recorded in Vol. M87
of Mortgages on Page 4804.

FEE \$13.00

Evelyn Biehn, County Clerk
By Sam Smith