

78579

KCTC - 39821

Vol. M87 Page 15474

## DEPARTMENT OF VETERANS' AFFAIRS

M36922

Loan Number

## ASSUMPTION AGREEMENT

DATE: August 11, 1987PARTIES: Jon Kevin O'Donnell and Jill Marie O'Donnell, husband & wife

BUYER

Marion H. Owens and Lucille M. Owens, 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  
 (Tax Account No. 0579699R, 0581542R) Attn: Tax Section  
0041127 M, 0581301R 700 Summer Street, N.E.  
 Salem, Oregon 97310-1201

THE PARTIES STATE THAT: 0582079R

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 97,899.17 dated January 27, 1976, 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 754/256 M76 Page 1342 on January 28, 1976

(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:

See Attached Exhibit "A"

## SECTION 1. UNPAID BALANCE OF SECURED OBLIGATION

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 \$ 89,642.93 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.

**SECTION 4. INTEREST RATE AND PAYMENTS**

The interest rate is Variable (indicate whether variable or fixed) and will be 8.59 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 \$8,791.00 to be paid annually. (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.

15475

**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 407.075 to 407.595 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, 1989. Any transfer of a property between July 3, 1985, and July 1, 1989, 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, 1989.

**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: Jon Kevin O'Donnell

SELLER: Marion H. Owens

BUYER: Jill Marie O'Donnell

SELLER: Lucille M. Owens

STATE OF OREGON

COUNTY OF Clatsop } ss

Personally appeared the above named Jon Kevin O'Donnell & Jill Marie O'Donnell and acknowledged the foregoing instrument to be their (their) voluntary act and deed.

Before me: Dusan C. Creed

My Commission Expires: 6-21-88

Notary Public For Oregon

STATE OF OREGON

COUNTY OF Clatsop } ss

Personally appeared the above named Marion H. Owens & Lucille M. Owens and acknowledged the foregoing instrument to be their (their) voluntary act and deed.

Before me: Dusan C. Creed

My Commission Expires: 6-21-88

Notary Public For Oregon

Signed this 11th day of August, 19 87

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Robert B. Brown

Robert B. Brown, Asst. Dir. Operations Division

STATE OF OREGON

COUNTY OF Marion } ss

August 11, 19 87

Personally appeared the above named Robert B. Brown 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: 3/16/91

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 97310-1261

15476

PARCEL 1

Beginning at the North one-quarter corner of Section 21, Township 39 South, Range 9 East of the Willamette Meridian; thence East, along the North boundary of said Section 21 to the Southwesterly boundary of the U.S.R.S. A-3 Lateral; thence Southeasterly, along said Lateral boundary to the Westerly boundary of the U.S.R.S. 1-G drain; thence Southerly along said drain boundary to the Northerly boundary of the U.S.R.S. No. 1 drain; thence Northwesterly along said drain boundary to the West boundary of the Northeast  $\frac{1}{4}$  of said Section 21; thence North, along the West boundary of the Northeast  $\frac{1}{4}$  of Section 21 to the true point of beginning.

PARCEL 2

Commencing at the North one-quarter corner of Section 21, Township 39 South, Range 9 East of the Willamette Meridian; thence South along the West boundary of the Northeast  $\frac{1}{4}$  of said Section 21 to the Southerly boundary of the U.S.R.S. No. 1 drain for the true point of beginning of this description; thence Southeasterly along said drain boundary, to the North boundary of Joe Wright Road; thence West along said road boundary to the Easterly boundary of the Lost River Diversion Channel; thence Northwesterly, along said diversion channel boundary to the West boundary of the Northeast  $\frac{1}{4}$  of said Section 21; thence North, along the West boundary of the Northeast  $\frac{1}{4}$  of said Section 21 to the true point of beginning.

PARCEL 3

That portion of the S $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, lying East of Klamath Irrigation District Drain 1-G-2-A.

PARCEL 4

That part of the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, which lies North of the U.S.R.S. Lost River Diversion Channel; less a strip 30 feet wide off West side of NW $\frac{1}{4}$  of said Section 21, which was deeded to Klamath County, Oregon, by Fritz R. Hauger and wife, by Deed dated July 27, 1920 and recorded February 13, 1926 in Book 69 at page 287 of said Deed Records and less that portion described in Order No. 4251 of the District Court of the United States for the District of Oregon, entitled "Judgment of Declaration of Taking and Order Granting Possession", recorded in Book 229 at page 308 of Klamath County, Oregon, Deed Records.

EXCEPTING THEREFROM

A piece or parcel of land beginning at a point that is 124 feet South of the section corner common to Sections 16, 17, 20 and 21 and on the West side of Section 21; thence East at right angles to said West section line 440 feet to a point; thence South 400 feet and parallel to the West line of said Section 21 to a point; thence West 440 feet, more or less, and at right angles to the West line of said Section 21 to the West line of Section 21; thence North along the said West line of said Section 21, 400 feet, more or less, to the point of beginning.

AND ALSO EXCEPTING THEREFROM from the above described parcels, any part lying within the boundaries of drains and laterals.

TOGETHER WITH the following described mobile home which is firmly affixed to the property:

1973 Silvercrest, HG Body, ID No. GC6812WS507X,  
License No. X92860 0.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 27th day of August A.D. 19 87 at 9:39 o'clock A. M., and duly recorded in Vol. M87 of Mortgages on Page 15474.

Evelyn Biehn,  
By [Signature] County Clerk

FEE \$13.00