

80756

DEPARTMENT OF VETERANS' AFFAIRS

ATE 531463 Vol. 1187 Page 19111

P-23537

ASSUMPTION AGREEMENT

Loan Number

DATE: October 15, 1987

PARTIES: Nick W. Kennedy

Nancy W. Kennedy

BUYER

Edward D. Morse

Lena M. Morse

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.
Tax Account No. 576460

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 \$ 50,000.00 dated October 15, 19 79, 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 100 of Book M-79 on October 16, 19 79.

(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 _____

(c) A note in the sum of \$ 2,000,000 dated 12/15/2011, 192011, which note is secured by a Security Agreement of the same date.

CO (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 7, Block 1, COUNTRY GARDENS, in the County of Klamath, State of Oregon.

SECTION 1. LIMITATIONS

[illegible]

SECTION 6: REPRESENTATION
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 \$ 45,131.18 as of November 1, 19 87

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: IDENTIFICATION AND EVALUATION
508-M (7-87)

(tumble)

SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is variable (indicate whether variable or fixed) and will be 7.7 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 \$ 356.00 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 407.075 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.

SECTION 6. INTERPRETATION

** 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 7. LIMITATIONS

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 8. NOTARIAL CERTIFICATE

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 Nick W. Kennedy SELLER Edward D. Morse
Nancy W. Kennedy EDWARD D. MORSE
 NANCY W. KENNEDY LENA M. MORSE
 STATE OF OREGON } ss October 22, 19 87
 COUNTY OF Klamath

Personally appeared the above named Nick W. Kennedy and Nancy W. Kennedy, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Sandra Handscher
 My Commission Expires: 7/23/89 Notary Public For Oregon

STATE OF OREGON } ss October 22, 19 87
 COUNTY OF Klamath

Personally appeared the above named Edward D. Morse and Lena M. Morse, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Sandra Handscher
 My Commission Expires: 7/23/89 Notary Public For Oregon

Signed this 20th day of October, 19 87

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Cliff Jones

STATE OF OREGON } ss October 15, 19 87
 COUNTY OF Marion

Personally appeared the above named Cliff Jones 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, ss. Eileen Montgomery
 County of Klamath 8-27-88 Notary Public For Oregon

Filed for record at request of:

Aspen Title Company
 on this 22nd day of October A.D. 19 87
 at 3:27 o'clock P. M. and duly recorded
 in Vol. M87 of Mtges. Page 19111
 Evelyn Biehn, County Clerk
 By Pat Smith
 Deputy

Fee, \$10.00

AFTER RECORDING RETURN TO:
 Department of Veterans' Affairs
 Oregon Veterans' Building
 700 Summer St. N. E., Suite 100
 Salem, OR 97310-1239