

P67394

Loan Number

MZ-18449 P

ASSUMPTION AGREEMENT

DATE: November 19, 1987

PARTIES: The Ginter Group

BUYER

Jack L. Kelly and Cyrena L. Kelly, 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:
(Tax Account No 0482132 R)

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 data, and recorded in the office of the county recording officer of _____ county, Oregon, in Volume/Real/Book _____ on _____ 19____.

(b) A note in the sum of \$ 38,000.00 dated December 14 1984, which note is secured by a Trust Deed of the same data and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Real/Book M84 on 12/17 1984.

(c) A note in the sum of \$ _____ dated _____ 19____, which note is secured by a Security Agreement of the same data.

(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 431, Block 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

SECTION 1: UNPAID BALANCE OF SECURED OBLIGATION

The unpaid balance on the loan being assumed is \$ 38,659.67 as of November 16 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

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The interest rate is Variable (indicate whether variable or fixed) and will be 10.75 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 \$167.00 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: If at any time after the date of this agreement, there is a second sale or other transfer of all or part of the property securing this loan, 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

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.

THE GINTER GROUP
 BUYER: BY: Jack L. Kelly SELLER: Jack L. Kelly
Eugene D. Ginter, Trustee of Jack L. Kelly
 (typed name and title) M. J. Joyner, Cyrena L. Kelly
 Trustee
 STATE OF OREGON } ss 11/25 19 87
 COUNTY OF Klamath

Personally appeared the above named Jack L. Kelly & Cyrena L. Kelly
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.
 Before me: Danella Spence Notary Public For Oregon
 My Commission Expires: 8/16/88

STATE OF OREGON } ss 11/25/87 19 87
 COUNTY OF Klamath
 Personally appeared the above named Eugene D. Ginter, Trustee of The Ginter Group & M. J. Joyner
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed. Trustee of The Ginter Group
 Before me: Danella Spence Notary Public For Oregon
 My Commission Expires: 8/16/88

Signed this 22nd day of November 19 87
 By: Curt R. Schnepf
 Manager, Accounts Services
 STATE OF OREGON } ss November 19 19 87
 COUNTY OF Marion
 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.

STATE OF OREGON } ss
 County of Klamath
 Filed for record at request of: Mountain Title Company
 on this 27th day of Nov. A.D. 19 87
 at 9:26 o'clock A. M. and duly recorded
 in Vol. MB7 of Mtges. Page 21361
 By Evelyn Biehn County Clerk
 Deputy

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Fee, \$10.00

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