

ATE 87371

82322

DEPARTMENT OF VETERANS' AFFAIRS

Vol. 1187 Page 21998

M-82211

Loan Number

ASSUMPTION AGREEMENT

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

DATE: October 30, 1987

PARTIES: Laura Hough and Janet Pierce

BUYER

SELLER

LENDER

The State of Oregon By And Through The Director Of Veterans' Affairs

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 \$ 40,185.00 dated February 3, 1978, 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 Book M-78 Page 2136 on February 3, 1978

(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 14 in Block 9 of Tract No. 1025 WINCHESTER, Klamath County, Oregon.

SECTION 1. TERMINATION

SECTION 2. INTERPRETATION

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 \$ 36,445.23 as of October 13, 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 \$ 314 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 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: Laura A. Hough SELLER: Manuel Anthony Fernandez
Janet Pierce Julia K. Fernandez

STATE OF OREGON } ss Nov. 11, 1987
 COUNTY OF Klamath

Personally appeared the above named Laura A. Hough and Janet Pierce
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: 3/1/89 [Signature]
 My Commission Expires: _____
 Notary Public For Oregon

STATE OF OREGON } ss Nov. 14, 1987
 COUNTY OF Klamath

Personally appeared the above named Manuel Anthony Fernandez and Julia K. Fernandez
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: 3/1/89 [Signature]
 My Commission Expires: _____
 Notary Public For Oregon

Signed this 30th day of October, 19 87

By: Joyce D. Emerson
 Accounts Services Leadworker

STATE OF OREGON } ss October 30, 1987
 COUNTY OF Marion

Personally appeared the above named Joyce D. Emerson
 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: Jamie Varkter
 My Commission Expires: 1/28/91
 Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

DATE: NOV 11 1987

FILED

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 8th day
 of December, A.D., 19 87 at 10:40 o'clock A.M., and duly recorded in Vol. M87
 of Mortgages on Page 21998

FEE \$10.00

Evelyn Biehn, County Clerk
 By: [Signature]

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