Trust of even date therewith to secure said note and indebtedness which Deed of Trust

is on the following described real property situate in the County of Klamath
State of Oregon, to-wit: All of lot "H" in block 69 of Nichols Add. to the city
of Klamath Falls, and A 10 foot strip off the southwesterly side of lot "A" in
said block 69, said ten foot strip adjoining lot "H" and was recorded on the 24th day of June 1980 Page 10180 of Book M-80 Mortgage Records of said County and State; and

WHEREAS, Grantor has sold and conveyed or is about to sell and convey the property to the Purchaser upon the condition that the Purchaser shall assume payment of the entire Deed of Trust indebtedness; and

WHEREAS, said note and Deed of Trust are now owned by Beneficiary, and the Grantor and Purchaser have requested Beneficiary to release Grantor from all liability upon the indebtedness evidenced by said note and Deed of Trust and in lieu thereof to accept as liable therefor the Purchaser who by this agreement assumes the liability of the original makers and grantors thereunder;

NOW THEREFORE, in consideration of the mutual covenants herein and One Dollar (\$1.00) and other valuable consideration, receipt whereof is acknowledged by all parties, IT IS HEREBY AGREED: notery rebild th and for vistor

- Purchaser (both jointly and severally if more than one) hereby assumes said Deed of Trust and agrees to pay the indebtedness evidenced and secured thereby of which the unpaid principal balance after payment of the installment due is agreed to be Twenty Three Thousand Eighty-Two and Dollars (\$ 23, 082.23 ), and Purchaser further agrees to abide by and perform 23/10 all terms and conditions of the note and Deed of Trust as though Purchaser had originally executed the same as maker and grantor.
- 2. In consideration of said assumption and subject to the terms hereof, Beneficiary does hereby release and discharge the Grantor from all liability for the indebtedness evidenced by said note (and Deed of Trust). bed in and who executed
- 3. Notwithstanding anything herein to the contrary, this agreement shall not affect or impair any representation in regard to and/or warranty of title hererofore made by the original Grantor, all of which shall remain in force and inure to the benefit of the Beneficiary and any insurer of the title to said property or the lien of the Deed of Trust thereon. . modeliaw svods table ve
- 4. In the eventthere is any judgment lien, or lien of any kind, encumbrance, right, title, or interest against or in said property in favor of any party or parties not a party hereto as of the effective date of this agreement, or in the event the property has not as of said date been duly conveyed by the Grantor to the Purchaser, the release of the Grantor above stipulated shall be of no force
- 5. Grantor hereby assigns to Purchaser any and all right, title or interest of Grantor in any funds paid or which may be paid by Grantor to Beneficiary and in any refunds, returned premiums, rebates or other forms of credit made, in connection with the accumulation of trust funds for payment of the mutual mortgage insurance premiums, ground rents, taxes and assessments and hazard insurance renewal premiums as provided in the mortgage contract.
- 6. All references herein to parties in the singular shall include each and all parties designated by the reference and the covenants hereof shall apply both jointly and severally.
- 7. The release and discharge of Grantor from all liability for the indebtedness shall not be binding if such release and discharge in any manner invalidates the mutual mortgage insurance of the Federal Housing Administration or private mortgage insurance company. STATE L

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STATE OF OREGON: C	OUNTY OF KLAMATI			
Filed for record at reque	st of Mounta	in Title Company		7
of <u>December</u>	A.D., 19 <u>87</u> at ofMortgag		M., and duly recorded in	11th day
FEE \$15.00	TO LEA	ges on Pag Evelyn Bi		,
		Ву	County Cler	K / A