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ASSUMPTION AGREEMENT

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Molary Public For Oraçol ិ ១០០០១ ឃុំប BUYER

siduatrie was his the Charley G. Wills and Janette M. Mills husband and wife Parsonally appeared the above named Curtification Schnopp

COMMELION Nurton necember 8

STATE OF OREGON

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. 0126740 R

Attn: Tax Section CLOB OF AFIERYMS VELVIES (Fauge: 700 Summer Street, N.E.

to kep THE PARTIES STATE THAT:

Salem, Oregon 97310-1201 necemper

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 My Commission Expires: SEATOR

date, and recorded in the office of the county recording officer of county, Oregon, in Volume/Reel/Book

October 17 Personally appeared the above named — Unariter O. Milits &

(b) A note in the sum of \$ 35,000,00 , which note is secured by a Trust Deed of the same dated 0.ackson STATE date and recorded in the office of the county recording officer of <u>Klamath</u>

county, Oregon, in Volume/\$460000 M84 WA COLUMN OC FORET 22 Page 18169

19184) Enploy For Diebou Re-recorded Vol. M85 Page 497, January 9, 1985, Klamath County, Oregon.

Bud (C) A note in the sum of \$ dated dated dated to be be also be able to be a second to be be a secon 19. , which note is secured by a Security Agreement of Persor jue saule qate?? \$ 2011 named and accommend the same disease the same of the same o MOLT

CO (d) and further shown by STATE OF DREGON "",

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 Sellar 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:

The NE4 of the NE4 of the NW4 of Section 13, Township 23 South, Range wsumoiog Easter of The Willamette Meridian, Klamath County, Oregon, EXCEPTING
Louis Milliamette Meridian, Klamath County, Oregon, EXCEPTING
THEREFROM that portion thereof conveyed by instrument recorded August VECLICA'6, [1964]Oin Vol. 355, Page 531, Deed Records of Klamath County,

person, lim or contoration as Buyer the confidencies of each such person lim of correctation shall be loant and several

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

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER, LENDER, AND BRAEL YOLFOMS: Taw. However, transfers that occurred behvesh July 20, 1983, shu July 2, 1985 . This taw has been suspended until July 1,1889. Any transfer of a property retween July 3, 1855, and July 1, 1889, will not be connect as a transfer.

SECTION 1. UNPAID BALANCE OF SECURED OBLIGATION

The unpaid balance on the load being assumed is \$35 b2860.891 this basaleas of November 16 **SECTION 5: SHET HORD: INSTITUTAL** Is immediately due and payable in full, if after dery 20, 1983, there is a second care of other transfer of sale to the original botower, the surviving spouse, unremarked former spouse, surviving pouse, unremarked former spouse, surviving on the property securing this count, the spouse, transfer or sale to the original botower, the surviving spouse, unremarked former spouse, surviving one to the original botower, the surviving spouse, unremarked former spouse, surviving the surviving spouse, surviving spouse

Seller is hereby released from further liability under or on account of the security document.

SECTION 3.1. ASSIMPTION OF LIABILITY y this agreement may be percelically adjusted by Lender to an amount that yet cause the foon to be Faed its. 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 at the time, in the manner, and in all respects as are provided in the security document. Buyer agrees to 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. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be bound by all of the terms of such security document. Buyer agrees to be added to the such security document. Buyer agrees to be such security agrees to be such security and such security agrees to be such (indicate whether variable or fixed) and will be 110.1 The interestrate is YALIADIC. perpant per adnum 1 1 mil is a variable into est ratif

SECTION 4. INTEREST RATE AND PAYMENTS

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 \$ 3330 Adeq in the secretary payment will change if interest rate is year and the interest rate changes.) Aguable and the linterest rate chaudes.) greement, Buyer agrees to pay the cebt shown by the security document. Buyer agrees to perform of of the

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 5:10 DUE ON SALE ** TUDBL (SUBJECT OF OU account of the secretify accounted)

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, unremarried former spouse, surviving SECTION 1. UNPAID BALANCE OF SECURED ORLIGATION

* 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 significant 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 LOtransfer after July 1,1989, HIT YEOAE AND IN COMBIDERATION OF THE MATTACKER PRINCIPLE PARTIES. SECTION OF THE MATTACKER PRINCIPLE PARTIES.

SECTION 6. INTERPRETATION

Fee, \$10.00

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 ACTION 32	r, Page (531), Deed Rec	ords of klamast Const
To the full extent permitted by law, Buyer waive	s the right to plead any statute of limitation	TO A TOTAL TO THE STATE OF THE
THE ME SECURING COMMENTS OF	in the NW4 of Section	EP COGNEAT OLUCION EXCENSION
BUYER	marie source	
5 2010 Cecils Eco Layman for	o sell and convey) to Buyer, all, or a por	goal of Charleye G. be Mills could cochange ;
BUYER DIBARALL COL	man Jama Begiseller	Wand Mach
Barbara A. Layman STATE OF OREGON 44.		Janette M. Mills
COUNTY OF THE SCHUTES) ss	
さんが アードライ ログ		<u>//5_is_X/</u>
Personally appeared the foregoing instrument to	<u>CECII E, ZAYMAK</u>	J & BARBARA A. LAYMAN
Part A Control of the		19 which hote is accured by a decorry Agreemer
70	Before me: 2	GAT A WORLD WELL
ONESO.	My C	Ommission Expires: 11-17-91
ORFO STATE OF OREGON HAD US OUT OF THE CONTY OF) ss December 10	2 county, Oregon, in Volumer Reel/Biosk-
(b) A note in the sum of \$ 3 5 , 0 0 0 2 0 0 0 COUNTA OF	nated October 17	19 49 CON Mulicurous is set motion to And Michigan
Personally appeared the above named Ch	arlev G. Mills & lan	ette M Mille
and acknowledged the foregoing instrument to	be his (their) voluntary act and deed.	
date, and recorded in the office of the col	nuty recording officer c. Betore me:	7. In Duffer of 12 16 12
		ommission Expires: Q 4
(a) A hole in the sum of 3	dated.	19 = FE. which note in sect 2009 a mortgrap of the Ea
Salier owes Lender the delpt shown by:		in a supplied to the supplied
Signed this Eggins 8th, day of _	December ,19_8	37 S
(Tax Account No. 0.12.0.74.0 - IC.	700 Surmer Street, 1 Salem Oregot <u>i 9731(</u>	XF
Until a change is requested, all tax statements in 0.1.9 of 7.4.0 m/s.	ero to be sent to: Department of Veto	OR OF VETERANS' AFFAIRS - Lender
	By:	ut they
ting state A	FOregon By And Through the Dirty	urt R. Schnepp
STATE OF OREGON) Lorange, All And Hydrich The Differ	diager, Accounts Services.
COUNTY OFMarion)ss December 8	19 87
Personally appeared the above named	Curt R. Schne	
and, being duly sworn, did say that he (she) is aut	horized to sign the foresting in the	on behalf of the Director of Veterans Affairs, and that his this
signature was his (her) voluntary act and deed.	A TOTAL PROPERTY OF THE SAME	
TE OF OREGON.	and the second s	$\ell = \ell m n$
County of Klamath Ss.	Before me:	Della 11, 1/Conce
FOR COUNTY RECURDING DECIMAL AND THE	My Co	Montany Public For Orest
d for record at request of:		
— Mountain Title Company		AFTER SIGNING/RECORDING, RETURN TO
this <u>23rd</u> day of <u>Dec.</u> A.D	, 19 <u>-87</u>	
11:53 o'clock A M. and	luly recorded LION VOBEEV	DEPARTMENT OF VETERANS' AFFAIRS
Evelyn Biehn, County Clerk		OREGON VETERANS BUILDING
By	da	700 Sammer St. NESS 853
	Deputy. : 100 10	Salam, Oregon 97310-1201