

87059

KCTC-40562

DEPARTMENT OF VETERANS' AFFAIRS

P23536
Loan Number

ASSUMPTION AGREEMENT

Vol 1188 Page 7167

DATE: May 2, 1988

PARTIES: Randall L. Moyer and Joyce R. Moyer, husband and wife

BUYER

William Jacob Martens and Elaine Marie Martens, husband & 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: Department of Veterans' Affairs
Attn: Tax Section
700 Summer Street, N.E.
Salem, Oregon 97310-1201
(Tax Account No. 0571606 R)

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 39,794.94 dated October 30, 1979, 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 M79 Page 25603

(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 \$ _____ 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 19, Block 4, FIRST ADDITION TO BANYON PARK, Tract No. 1087, in the County of Klamath, State of Oregon.

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 \$ 35,777.94

as of April 11, 1988

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 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 \$ 350 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.

** 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

Randall L. Moyer

SELLER

William Jacob Martens by Elaine Marie Martens

BUYER

Joyce R. Moyer

SELLER

Elaine Marie Martens

STATE OF OREGON

COUNTY OF

Klamath

ss

May 5, 1988

Personally appeared the above named Randall L. Moyer + Joyce R. Moyer + Elaine Marie Martens and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Susan C. Creel

Notary Public For Oregon

My Commission Expires: 6-21-88

STATE OF OREGON

COUNTY OF

Klamath

ss

May 5, 1988

Personally appeared the above named Elaine Marie Martens, who, being duly sworn, did say that she is the ~~and acknowledged the foregoing instrument to be his (their) voluntary act and deed~~ attorney in fact for William Jacob Martens and that she executed the foregoing instrument by authority of and in behalf of said principal and she acknowledged said instrument to be the act and deed of said principal.

Before me:

Susan C. Creel

Notary Public For Oregon

My Commission Expires: 6-21-88

Signed this 2nd day of May, 1988

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON

COUNTY OF

Marion

ss

May 2, 1988

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,

County of Klamath

ss.

Before me:

Evelyn M. Naoney

Notary Public For Oregon

My Commission Expires: 3/16/91

Filed for record at request of:

State of Oregon, V.A.

on this 6th day of May, A.D., 1988
at 9:24 o'clock A.M. and duly recorded
in Vol. M88 of Mortgages Page 7167

Evelyn Biehn

County Clerk

By Bernetha Heloch

Deputy.

Fee, \$10.00

AFTER SIGNING/RECORDING, RETURN TO:
DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS BUILDING
700 Summer St., NE
Salem, Oregon 97310-1201