

87191

Vol. M88 Page 7378

DEPARTMENT OF VETERANS' AFFAIRS

P54932

Loan Number

MTC-19558K
ASSUMPTION AGREEMENTDATE: March 28, 1988PARTIES: John Whitney and Patricia L. Whitney, husband and wife

BUYER

Robert C. N. Garrison and Michele E. Garrison, husband & wife

SELLER

COPIES OF
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:
(Tax Account No. 0570956 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 \$ 50,000.00 dated June 2, 19 81, 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 M81Page 9853

(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 Assumption Agreement for \$49,360.29 recorded Book M82Page 8954, July 14, 1982, Klamath County, Oregon.

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 2, Block 1, Tract 1008, known as BANYON PARK, in the County of Klamath, State of Oregon.

SECTION 1. TERMINATION

In this agreement, the parties have agreed to the termination of the security document and the parties have agreed to the termination of the security document.

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 \$ 47,921.11 as of March 16, 19 88

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
508-M (7-87)

(tumble)

1332

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 \$ 524.22 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, unremarried 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

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 8. NOTARIAL CERTIFICATE

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 and Seller, by their undersigned, executed as follows:

BUYER: John Whitney SELLER: Robert C. N. Garrison

BUYER: Patricia L. Whitney SELLER: Michele E. Garrison

STATE OF OREGON

COUNTY OF Klamath ss May 10, 19 88

Personally appeared the above named JOHN WHITNEY and PATRICIA L. WHITNEY, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Christi L. Redd Notary Public For Oregon

My Commission Expires: 11/16/91

STATE OF OREGON

COUNTY OF Jackson ss May 1, 19 88

Personally appeared the above named ROBERT C. N. GARRISON and MICHELE E. GARRISON, husband and wife and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Debra J. Jernigan Notary Public For Oregon

My Commission Expires: 11-7-90

Signed this 12th day of March, 19 88

(Tax assessor's use only) 02100000 DIRECTOR OF VETERANS' AFFAIRS - Lender.

By: Curt R. Schnepf

Curt R. Schnepf

Manager, Accounts Services

STATE OF OREGON

COUNTY OF Marion ss March 28, 19 88

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 Evelyn M. Mooney Notary Public For Oregon

My Commission Expires: 3/16/91

Filed for record at request of:

Mountain Title Co

on this 11th day of May, A.D., 19 88

at 9:04 o'clock A.M. and duly recorded in Vol. M88 of Mortgages Page 7378

Evelyn Biehn County Clerk

By Bernetha A. Floch Deputy.

Fee, \$10.00

AFTER SIGNING/RECORDING, RETURN TO:

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