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DEPARTMENT OF VETERANS' AFFAIRS	
MTC 19743- DVol. MS& Page	<u>olg</u>
Loan Number	
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DATE:May 12, 1988	. HETURN 70
PARTIES IN DECOMPANY Thomas, H Castaldi & Kathleen A. Gastaldi Husband and wife	
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COUNTY OF Marian Parts 12 15	SELLER
SINE OF OFFERING THE State of Oregon By And Through The Director Of Veterans' Affairs	5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
The State of Oregon By And Through The Director Of Veterans' Affairs	LENDER
Control a change is requested, all tax statements are to be sent to: Department of Veterans' Affairs	••
(Tax Account No: 0582881 R Attn: Tax Section Cloy OF AFIE Have Section	
700 Summer Street, N.E. Salem, Oregon 97310-1201	
1. Seller owes Lender the debt shown by:	
(a) A note in the sum of \$ 81,200 deterd January 28 to 77 when the sum of \$	
(a) A note in the sum of \$ 81,200 dated January 28 , 19 77 , which note is secured by a mortge WA complete and generating a mortge date, and recorded in the office of the county recording officer of Klamath county. Oregon in Volume Real Rec	age of the same
	us Fot Oregon
sig se Book M 77 Page 1645 on January 28 19 _77	
betsought abbesting the setting housed Bichard 01 </td <td></td>	
COUNTY OF KLameth 13 May 25	
21V12 date and recorded in the office of the county recording officer of county, Oregon, in Volume/Reel/Boc	ж
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Person the same date he above named in the highlight and start at and deal in the same date he above named in the highlight and start at and deal in the same date in the same date in the highlight and start at and deal in the same date in the highlight at an and deal in the highlight at an an an and deal in the highlight at an	y Agreement of
CC((d) and further shown by	
STATE OF OREGOM	
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 (on is about to sell and convey) to Binver all or a portion of the property departs of the transmission of the property departs of the propert	
Seller and Buyer have asked Lender to release Seller from (urther liability under or on account of the security document. The propert Seller and bought by Buyer is specifically described as follows:	y being sold by
$C_{2}$	
To the full extent permitted by law, Buyer waves the right to pleed any statute of limitations as a defense to any concertors on a demends methode in the country document.	Toolined by OC
SECTION 7. LIMITATIONS See Attached Exhipit V	
In this agreement, the singular number includes the plural and the plural pumber includes the singular. If this systement is executed by person, firm, or corporation as Buyer, the obligations of each such person. Firm, or corporation and beyond and severed.	
SECTION 6. INTERPRETATION In this accession, the shorter produces the duration the plural number includes the supplier. If this support is associed by	more that one -
FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER	LENDER, AND
** This raw has been suspended and July 1, 1969. Any iterister of a pushoffy between July 3, 1955, and July 1, 1963, and red to consider a pushoffy between July 30, 1965, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and July 1, 1963, and red to consider a pushoffy between July 20, 1961, and 1963, and 1963, and 1964,	在这些情况 食精 防腐等的 化
SECTION 1. UNPAID BALANCE OF SECURED OBLIGATION	
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SECTION 2. RELEASE FROM LIABILITY a mulegistry and observe provide the security document.	સંસ્ટુલ ભાજાવા
가 있는 것은 것을 알았다. 것은	an a
SECTION 3. ASSUMPTION OF LIABILITY, this solves were used be beinginged by reduce to the activity of the security document. Buyer agrees to pay the debt shown by the security document. Buyer agrees to pay	ano pa bara p
bigations provided in the security document that were to be performed by Seller when the security document was executed. Buyer agrees to be performed by Seller when the security document was executed. Buyer agree 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	oos to porform
The interest rate is <u>Fixed</u> (indicate whother variable or fixed) and will be could prove the wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section occurrent. Brite, state wire hard or the provide in the section of the provide in the section occurrent. Brite, state wire hard or the provide in the section of the provide in the provide in the section of the provide in the provide in the section of the provide in the provide in the section of the provide in the section of the provide in the section of the provide in the provide in the section of the provide in the provide i	04 (99 (0001)
SECTION 4. INTEREST RATE AND PAYMENTS	
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209-W/1-81 SECTION 4. INTEREST RATE AND PAYMENTS The interest rate is <u>F1xed</u> load, the Lender can periodically change the interest rate by Administrative Rule. Changes in the interest rate will change the payment on the load of the interest rate 8132 Exactly a substrate to be a second and a second 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 SEDUE ON SALE Pluyer liability nuder of ou account of the peckuty quoticeum SECTION 5.9¢ DUE ON SALE! PHONEL ISPIRIA ROUGE CLOU BOOCHET OF the DOCHES GLOUDS. 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 stanchild of the original horrower, or to a veteran elinible for a loan under ORS 407 075 to 407 595 and Article XI.A of the Oregon Constitution part of the property securing this loan. However, transfer or sale to the original borrower, the surviving spouse, unremarried former spouse, surviving does not count as a sale or transfer for purposes of the provisions of this paragraph. SCTION 1 - NHAVID BVF WHOLE OF BECHEED OBF 107 TION. • 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 runder the toge "Due on Sole" Jaw However, transfers that occurred between July 2, 1982, and July 1, 1989, will not be counted as a transfer \*\* 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 Er 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 ECtransfer after July 17/1989.99114 VBOAE" VID IN COMPLETIVITION OF THE VID INVERVENCE OF THE SYMLER' CONTROL OF THE SYMLEY CONTROL OF THE 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 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. Lender 12 a Micand des peaks : Dans BUYER S 2000/1/32Thomas Hine Gastaldi BUYER X Kathleen in series and counseling setter the second setter the second seco STATE OF OREGON Gastard LANT ROZU COUNTY OF MEL Klamath Marcia Sumner imne Personally appeared the above named Thomas 빈, Gastaldi 등 Kathleen A. SS and acknowledged the foregoing instrument to be his (their) voluntary act and deed. \_\_\_\_\_.19\_\_\_88---TENE J. PCC Gastaldi Before me: Marlen Jate outcared by a Security Agroement of STATE OF OF EGON (Sq : Second control i) conque of the control i) conque of the control i) Ke My Commission Expires: Personally appeared the appve named <u>Richard P</u> Sumer & Marcia Sumner Notary Public For Oregon 6/16/88 CORUEN; CIEGOU no volumed passi 200k and acknowledged the foregoing instrument to be his (their) voluntary act and deed: 19 19 88 date, and received in the office of the county recording officer Belore we.  $\frac{(3^{2}-2)(2 \times 10^{2})}{(3^{2}-2)(2 \times 10^{2})} = \frac{31^{2}}{500} = \frac{31^$ ៍រង dated --- <u>Lanuar V 28</u> My Commission Expires: 6/16/88 Notary Public For Oregon 19.27 - which have a secured by a morigage of the value \_ day of \_ May <u>salem, Ore</u>200 <mark>97610-</mark>1201 **1**8 oo time o chardana reque a caraca i na statements are to ba sent to. Departmente of Voisi Autoro VILL Lay 2: DIRECTOR OF VETERANS' AFFAIRS - Lender The State of Oregoin By And Through the Diredcconverses. STATE OF OREGON Curt R. Schnepp, Manager COUNTY OF Marion Personally appeared the above named May 12 FENDER Personally appeared the above named <u>Curt R. Schnepp</u> 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. EOB COUNTY RECORDING INFORMATION ONLY 191 9 Kathleen A. BILLEL My Commission Expires: 1-28-91 Notary Public For Oregon Sor or Cars Loan Number AFTER SIGNING/RECORDING, RETURN TO: 100324 ASSUMPTION AMREEME BEPARTMENT OF VETERANS' AFFAIRS DEPARTMENT OF VETERANS' AFFAIRS ULLE 1 OREGON-VETERANS BUILDING 82839 1.700 Summer St. NE 8333 Salem, Oregon 97310-1201

PARCEL 1:

A piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 E.W.M., more particularly described as follows: Beginning at the intersection of the centerline of DClthe U.S.B.R. #A-7(K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24 Township 39 South, Range 9 E.W.M., from which the iron monument marking the Southeast corner of said Section 24 bears North 89°16'50" East 890.1 feet distant; thence South 89°16'50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South 89°16'50" West along said fence line 1764.4 feet to an iron pin; thence North 0°12'50" West along an old existing fence 1361.6 feet to an iron pipe; thence North 1°27'50" East along said old existing fence 693.9 feet to an iron pin on the centerline of the U.S.B.R. #1-C-1-C Lateral as the same is presently located and constructed; thence along the centerline of the 1-C-1-C Lateral the following courses and distances: South 87°27' East 266.6 feet and South 48°34'20" East 1700.4 feet, more or less, to the intersection with the centerline of the A-7(K) Lateral as the same is presently located and constructed; thence along the centerline of the A-7(K) Lateral the following courses and distances: South 31°32'10" West 116.6 feet, South 11°31' West 205.3 feet, South 2°18' West 299.1 feet, and South 49°18' East 454.5 feet, more or less, to the point of beginning. SAVING AND EXCEPTING THEREFROM that portion conveyed to United States of America for laterals by deed Vol. 24, page 131, records of Klamath County, Oregon.

8133

## PARCEL 2:

An easement for roadway over and across the following: A parcel of land situate in the NHNEY of Section 25, Township 39 South, Range 9 Last of the Willamotte Meridian, more particularly described as follows: Deginning at a point on the North line of Section 25 774.9 feet East from the North quarter corner thereof, thence South 0°27' hast to a point on the North line of the County Road; thence North 89°33' East along the North line of the County Road 60 feet to a point; thence North 0°27' West to a point on the North line of said Section 25; thence West along the North line of Section 25, 60 feet, more or less, to the point of beginning.

## Save and Except

E THE REAL PROPERTY OF

Parcel #2 - Approximately 3 acros beginning at the intersection of the contorline of the U.S.B.R. -#A-7 (K) Interal as the same is presently located and constructed and the old existing fonce generally accepted. as the South line of Section 24, Township 19 South, Range 9 East of the Willamette Moridian, from which the fron monument marking the Southeast corner of said Section 24 hears North 89° 16' 50" East 890.1 feet distant; thence South 89º 16' 50" West along said fonceline 20.0 feet to an Iron pin reference monument; thence continuing South 890 16' 50" Wost along, said fonce line 962.0 feet which is a point beginning thence North 0° 12' 50" West 150.0 feet thence South of 89° 16' 50" West 802.4 feet to the North-South centerline of Section 24 thence South 0° 12' 50" East along an old existing fence 150.0 feet thence East along the South Line of Section 24 802.4 feet to the point of beginning.

A piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Parcel 03 - Approximately 3 acres beginning at the intersection of the centerline of the U.S.B.R. 1A-7 (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South Line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the from monument marking the Southeast corner of said Section 24 hears North 89° 16' 50" East 890.1 feet distant; thence South  $89^{\circ}$  16' 50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South  $89^{\circ}$  16' 50" West along said fence line 962.0 feet thence North 0° 12' 50" West 150.0 feet to point of beginning; thence North 0° 12' 50" West 150.0 feet; thence South 89° 16' 50" West 802.4 feet to the North-South centerline of Section 24; thence South 0° 12' 50" East along an old existing fence 150.0 feet; thence North 89° 16' 50" East 802.4 feet to print of beginning.

	PARCEL 1:
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STATE OF OREGON: COUNTY OF KI	
Filed for record at request ofMon	
of <u>A.D., 198</u> of <u>May</u>	at <u>1:01</u> o'clock <u>P.M.</u> , and duly recorded in Vol M88
OI, <u></u>	on Page $8131$
FEE \$20.00	ortgages on Page <u>8131</u> Evelyn Biehn County Clerk By <u>Sumetha</u> Spitsch
37*27' Fact 266.6 fact	
the same is provently the same is provently terline of the A-7(K) South 31°32'10" West ith 2°18' West 299.1 or less, to the point	the following courses and distances: South i and South 48°34'20" East 1700.4 feet, more of with the contexing of the A-7 (K) hateral as located and constructed; thends along the oe heteral the following courses and distances: 115.5 feet, South 11°31' West 205.3 feet, Sou feet, and South 48°18' East 454.5 feet, more

of beginning. SAVING AND EXCEPTING THEREFROM that polition controled to United States of America for laterals by deed Vol. 24, page 131, records of Klamath County, Oregon.

## IS EBORAT

An essenget for roadway over and across the following: A parcel of land situate in the WHULE of Section 25, Township 39 South, Pargo 9 Land of the Willamette Meridian, more particularly described as follows: Beginning at a point on the North line of Section 25, 174.9 feet East from the North quarter corner thereof, thence South 0°27' Dast to a point on the North line of the County Noad; thence North 80°33' East along the North line of the County Noad 50 feet to a point; thence North line of the County Noad 50 feet so a point; thence North 0°27' West to appoint on the North line of said Soction 25; thence West along the North line of Section 25, 60 rest, more of less, to the point of beginning.

## 1977: #15 AV4.

Parcel 32 - Approximately 1 nerves hegenning at the intersection of the solution of the U.S.E.K. AA-7 (k) internal as the ansa is presently invested and the old existing force generally accepted and the solution of Solution of Solution 24, Township 19 South, Konge 9 East of the Willawatte Northin, from which the from commant marking the Southeast correct of mild Section 24, Township 19 South, Konge 9 East of the Willawatte Northin, from which the from commant marking the Southeast correct of mild Section 24 hours North 89° 16' 50" Wast about 20, 1 for the from continue the from the force is a large 10' to 10

A please of parcel of land altunts in the Southeast quarter of Socient 24, Tourarip 19 couch, Range 9 East of the Willomette Neridian, in the County of Kinmath, State of Oregon, more particularly described as follows:

Parcel (1 - Approximately 2 acres beginning at the Intersection of the contoting of the U.S.B.R.  $\delta A-7$  (K) Lateral as the mame is presently incated and constructed and the old existing feace generally accepted as the South Line of Soction 24, Township 39 South, Hange 9 East of the Villametto Heridian, from which the from monument warking the Southeast corner of said Soction 24 hours North 89° 16' 50" East 890.1 feet distant; thence South 89° 16' 50" West along said feace line 20.0 feet to an from pla reference monument; thence continuing South 89° 16' 50" West along said fourt 11 a 962.0 feet thence North 0° 12' 50" West 150.0 feet to plat the south 50° 16' 50" West along said feace 110, 50" West 150.0 feet to said fourt 16' 50" Wast South 0° 12' 50" West 150.0 feet to said fourt 16' 50" Wast 802.4 feet to the North-South centerline of South 80° 16' 50" Wast 802.4 feet to the North-South centerline of South 80° 16' 50" Wast 802.4 feet to the North-South centerline of South 80° 16' 50" Wast 802.4 feet to the North-South centerline of South 80° 16' 50" Wast 802.4 feet to the North-South centerline of South 80° 16' 50" Wast 80° 16' 50" East 802.4 feet to print of 150.0 feet; thence North 80° 16' 50" East 802.4 feet to print of