

DEPARTMENT OF VETERANS' AFFAIRS

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P69639

Loan Number

MTG-19814P
ASSUMPTION AGREEMENT

DATE: May 23, 1988

PARTIES: Daniel J. Olson and Lydia J. Olson, husband and wife

BUYER

Bobby R. Jones and Barbara J. Jones, husband and wife

SELLER

LENDER

The State of Oregon By And Through The Director Of Veterans' Affairs

Until a change is requested, all tax statements are to be sent to:
(Tax Account No. 0410503R)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 \$ _____ dated _____, 19____, which note is secured by a mortgage of the same date, and recorded in the office of the county recording officer of _____ county, Oregon, in Volume/Reel/Book _____

(b) A note in the sum of \$ 38,350.00 dated April 11, 1986, which note is secured by a Trust Deed of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M86

(c) A note in the sum of \$ _____ dated _____, 19____, which note is secured by a Security Agreement of the same date, and recorded in the office of the county recording officer of _____ county, Oregon, in Volume/Reel/Book _____

(d) and further shown by _____

STATE OF 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 5, LESS the Northeasterly 2 feet 8 inches of Lot 5, in Block 28, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 \$ 38,019.98 as of May 13, 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 PAYMENT

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SECTION 4. INTEREST RATE AND PAYMENTS

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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 \$ 359 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.

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

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.

SECTION 8. BUYER

Buyer: Daniel J. Olson and Lydia J. Olson

SELLER: Bobby R. Jones and Barbara J. Jones

STATE OF OREGON) ss

COUNTY OF Klamath) ss

June 2, 1988

Personally appeared the above named DANIEL J. OLSON & LYDIA J. OLSON

and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Pamela J. J. J.

My Commission Expires: 8-16-88

STATE OF OREGON) ss

COUNTY OF Klamath) ss

June 2, 1988

Personally appeared the above named BOBBY R. JONES & BARBARA J. JONES

and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Pamela J. J. J.

My Commission Expires: 8-16-88

Signed this 23rd day of May, 1988

By: Joyce D. Emerson

Director of Veterans' Affairs - Lender

By: Joyce D. Emerson

Accounts Services Leadworker

STATE OF OREGON) ss

COUNTY OF Marion) ss

May 23, 1988

Personally appeared the above named Joyce D. Emerson

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.

fore me: Evelyn M. Mooney

My Commission Expires: 3/16/91

Notary Public For Oregon

Filed for record at request of:

on this 2nd day of June A.D., 19 88

at 2:47 o'clock P M. and duly recorded in Vol. M88 of Mortgage Page 8574

Evelyn Biehn County Clerk

By Mary Moran Deputy

Fee, \$13.00

AFTER SIGNING/RECORDING, RETURN TO:
DEPARTMENT OF VETERANS' AFFAIRS
OREGON VETERANS BUILDING
40700 Summer St. NE
Salem, Oregon 97310-1201