88596	<b>994</b> Vol <u>mss</u> Page
D. ARTMENT OF VETERANS	AFFAIRS
P42766	MTC-19900K
Loan Number	ASSUMPTION AGREEMENT
DATE: <u>June 16, 19</u>	988
PARTIES: Dwaine D. N	McDaniel and Deborah T. McDaniel, husband and wife
	BUYER
<u>Steven Frey</u>	y and Penny S. Frey, husband and wife
	Office of SELLER
The Si	tate of Oregon By And Through The Director Of Veterans' Affairs
	이 그 이상 그는 것은 것이 있는 것이 가야 물을 수 있는 물로 가지 않는 것이 가지 않는다.
	Dwaine D, McDaniel nents are to be sent to: <u>Deborah T, McDaniel</u>
(Tax Account No. 0123333R 0123360R,	
THE PARTIES STATE THAT:	Mailing Address
1. Seller owes Lender the debt shown by	r: <u>Merrill, OR 97633</u> City State Zip
	0.00 dated <u>July 17</u> , 19 <u>80</u> , which note is secured by a mortgage of the sai
date, and recorded in the office of th	he county recording officer of <u>Klamath</u> county, Oregon, in Volume/ <b>Reeverse</b> M80
그는 11 1월 27 2월 27 2월 28일 전 2011년 -	그는 가슴을 알았다. 한 방법, 적별 방법, 가슴, 감독, 운영, 운영, 운영, 운영, 운영, 문영, 가슴, 감독, 관계, 감독, 문어, 등학, 문어, 문어, 문어, 문어, 문어, 문어, 문어, 문어, 문어, 문어
lessencestantestantestantestantestantestantestantestantestantestantestantestantestantestantestantestantestantes	3316 on <u>July 17</u> , 19 <u>80</u> .
(b) A note in the sum of \$	dated19which note is secured by a Trust Deed of the sar
	그는 것 같은 말했다. 그 말했다. 방법에 관계적 가격했다. 같은 것은 것은 것 같은 것 같이 많이 있는 것 같이 다.
	ne county recording officer of county, Oregon, in Volume/Reel/Book
가 이 <u>이가는 것이라. 가 있는 것이다.</u> 같은 것 것 같은 것이 같은 것 같은 것이 같이 같이 했다.	
(c) A note in the sum of \$	dated, 19, which note is secured by a Security Agreement
the same date.	OWVINE DE WO DYNIES WY DEROSYR S' HO DWVIEC
가 가 있는 것은 것을 가 있는 것을 가 있다. 같은 것 같은 것을 수 있는 것을 것을 것을 것을 것 같이 있는 것을 것 같이 있	
In this agreement the items mentioned in	(a), (b), (c), and (d) will be called "security document" from here on.
	수는 이것같은 것 같은 것 같은 것 것 같아? 것 같아요. 그는 것 같은 것 같아?
Seller and Buyer have asked Lender to re	bout to sell and convey) to Buyer, all, or a portion, of the property described in the security document. Bour elease Seller from further liability under or on account of the security document. The property being sold
Seller and bought by Buyer is specifically	Cescrided as tollows:
ે. જિલ્લાદા વ્યક્તિ પ્રાપ્ય તેમણે પરિવાર પ્રાપ્ય છે. કિંતાની અસ્થ પ્રાપ્ય પ્રાપ્ય માર્ગ પ્રાપ્ય પ્રાપ્ય પ્રાપ્ય માર્ગ પ્રાપ્ય પ્રાપ્ય માર્ગ પ્રાપ્ય પ્રાપ્ય માર્ગ પ્	n ann a ann an dhuann ann ann ann ann ann ann an ann ann
SKIMINT FROMING	See Exhibit "A" attached.
an a	an ang beran ng bera ang a bhastu (mar an cuirreithna aire) par na si
al tradicional por cuittina cuitada a	ารสารรัฐบาร์สุขสายผู้สายหนึ่ง และสายสายหรือสุดสายหรือสุดสายสาย (Javan Station State) เกิดสารรัฐบาร์สุขสายผู้สายสายหนึ่งสายสายหลังสุดสายหลังสุดสายสายสาย (Javan State)
BUYER AGREE AS FOLLOWS:	E, AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, SELLER, LENDER, AI
SECTION 1 LINPAID BALANCE OF SEC	CUBED ORLIGATION
The unpaid balance on the loan being ass	sumed is \$ 52,584.38 as 0 as 0 June 1 19 88
SECTION 2. RELEASE FROM LIABILITY	ana serie da Barlanda ana ang kana na
	vility under or on account of the security document.
SECTION 3. ASSUMPTION OF LIABILIT	🔽 – ora silasanala aras fatbalacido pas classaria marsa (Carlateria) no se
Except as specifically changed by this Ag obligations provided in the security docum those obligations at the time, in the manne such security document	preement, Buyer agrees to pay the debt shown by the security document. Buyer agrees to perform all of t ment that were to be performed by Seller when the security document was executed. Buyer agrees to perfo er, and in all respects as are provided in the security document. Buyer agrees to be bound by all of the terms
가 가방하는 것 같은 것 같은 것 같은 것을 가 있는 것 같은 것을 하는 것 같이 있다. 같은 것 같은 것	ula una subtra statuta estatut de antes estatut de la construcción de la construcción de la construcción de se
TECHNER ANTEREDERING	



and demands secured by OF

## SECTION 4. INTEREST RATE AND PAYMENTS

009 W 10-99

The interest rate is <u>Variable</u> (indicate whether variable or fixed) and will be <u>10.75</u> percent per annum. If this is a variable interest rate is interest rate is <u>Variable</u> (indicate whether variable or fixed) and will be <u>10.75</u> percent per annum. If this is a variable interest rate is interest rate is <u>variable</u> interest rate by Administrative Rule. Changes in the interest rate will change the payment on the 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 interest rate of the interest payments on the loan are <u>\$ 515</u>, to be paid monthly. (The payment will change if interest rate is under and the interest of changes) variable and the interest rate changes.) concourt grade added to box not decrahead of the sectual consister and the function better as

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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 \*\* State Data 1: ON OF SECOND OF THE CONTRACT DATA

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.

3EC1:0H-1

\*\* 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 SDA 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 SDA 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 So transfer after July 1, 1989. If COOAS, AND IN CONSIDERATION OF THE WITLDAT A SHERE HERE TO A SHERE THE SALE AND A SHERE TO A SHERE THE SALE AND A SHERE THE SALE AND A SHERE TO A SHERE THE SALE AND A SHERE TO A SHERE THE SALE AND A SHERE A

## 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

dee EXALETE SET

the full extent permitted by law, Buyer wai entioned in the security document.	ves the right to plead any statute of limitations as		
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IVER Main O. M.	and SELLER X	Ollun Indy	<u>en en monem en la ser</u> a. En presida sita i <u>p</u> arte da i
Dwaine D. McDaniel	NE D. D	Steven Frey	
UYER T Allbora St. 1	Muniel Seller X	Penny S. Frey	
Deborah T., McDaniel		Penny /S. Frey /	
TATE OF OREGON	) ss June 24	19 <u>88</u>	
OUNTY OF		전화: 영화: 영화 등 이 가지 않는 것이 없어요. 한 것	
ersonally appeared the above named $\underline{\underline{D}}$	VAINE D. MC DANIEL and DEBORAL	I T. MC DANIEL	- 0
ersonally appeared the above named nd acknowledged the foregoing instrumen	t to be have (their) voluntary act and deed.	$i \neq 1 Q Q$	1 J
2 - V 2 .	Before me:	isua. Aca	ry Public For Oregon
	My Com	nission Expires: ///////9/	y fublic for crogen
	enuth i.e.) a mill curren de	Steeping and a first of the	
	ss June 23	19	
OUNTION AND AND AND AND AND AND AND AND AND AN	Gieg	<mark>국가에는 것 같은 것 같은</mark> 것이 가지 않는 것이다. 같은 것은 것 같은 것이다.	양 약 가운 방송 등 가슴이 있다. 1995년 - 1995년 - 1995년 1995년 - 1995년 -
ersonally appeared the above named	STEVEN FREY and PENNY S. FREY	$\overline{\mathcal{I}}$	700
nd acknowledged the foregoing instrume	nt to be IXX (their) voluntary act and deed.	List. SK	edd
	commit according accession Before metry	Note	ary Public For Oregon
	My Con	mission Expires: ////6/9/	
The second s	TIG TOWNS TOTALLY THE PARTY		에 있는 것은 가슴이 가슴 것이 가지 않는다. 이 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 같은 것이 있는 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있 같은 것이 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 없는 것
Seller aves Londer 109 and shown by	June 88		
Signed this	/ of, 19		
	DIRECTO	OF VETERANS' AFFAIRS - Lender	
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	ne of Oregon By And Through The Di. Wai Cm	t R. Schnepp	vices
	16 Of Oregon By And Theo See Theory Mai		
STATE OF OREGON	ss June 16	19 <u>88</u>	
COUNTY OF <u>Marion</u>	<u>)                                     </u>		
Personally appeared the above named	Curt R. Schnep	- hohalt of the Director of Veterans A	Affairs, and that his (he
and, being duly sworn, did say that he (sh signature was his (her) voluntary act and	e) is authorized to sign the foregoing instrument of deed		0 0 N
signature was his (her) voluntary act and		F. nn	
가는 것 같은 것은 것은 것은 것은 것을 가지 않는다. 같은 것은 것은 것 같은 것은	Before me:	shellon III. It	Canery-
	은 방법방법 전 대로 집에 가지는 것이 가지는 것을 가지는 것이다.	물건 열정 전문에 가슴을 가슴을 가지 않는 것이 되었다. 것이 같은 것이 같은 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다.	otary Public For Orego
FOR SOUNTY RECORDING INFORMAT	ON ONLY MY CO	mmission Expires: 3/16/91	
			22 - 22 - 24 - 24 - 24 - 24 - 24 - 24 -
DATE Uno	<b>E8</b>	AFTER SIGNING/REC	ORDING, RETURN T
	$\sim$		이는 가슴 가슴 가슴 가슴다. 같은 것은 가슴이 가슴
Loan Number	RASUMPTION AGTEEN	<b>a</b> K1	
	1 ADOGEN /		지수는 것이 가지 않는 것이다. 같은 것 같은 것이 가지 않는 것이다. 같은 것 같은 것이 가지 않는 것이 같은 것이 같은 것이 같은 것이다.
CREARTNENT OF VETERANS!	AFFAIRS		
整義法 등 고려 영어를 것 이 가 가지 않는 것을 했다.	2011년~40년~41년~41 <u>년~21년~21년~41년</u> (전문) (전문)	같이 방문 것도 이라는 것을 해야 할 수 있다.	
and the second s	요즘 나는 것은 것을 물었다. 한 것을 못 못 못 못 하는 것이 같이 같이 같이 같이 않는 것이 같이 않는 것이 같이 같이 같이 같이 않는 것이 같이 않는 것이 같이 않는 것이 않는 것이 없다. 것이 않는 것이 같이 없다. 같이 많이 많이 없다. 같이 많이 많이 없다. 같이 많이 없다. 같이 많이 없다. 같이 많이 없다. 않는 것이 없다. 않는	나 가슴 물건 것이 아파 가슴 집에 다 남편하는 것이다.	

P42766

Assumption Agreement

## EXHIBIT "A"

9947

PARCEL 1: That part of Lot 3, Section 12, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 523 feet West and 30 feet South of the quarter corner of Sections 1 and 12, Township 41 South, Range 10 East of the Willamette Meridian; thence South 209 feet; thence West 270 feet; thence North 209 feet; thence East 270 feet to the point of beginning.

PARCEL 2: A tract of land situtated in Government Lot 3, Section 12, Township 41 South, A tract of land situtated in Government Lot 3, Section 12, Township 41 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon, more part-Range 10, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the cased monument at the intersection of Front and Lincoln Streets, Merrill, Oregon; thence South 336.00 feet to a point REFERREL TO as point A in that Real Estate Contract recorded in Volume 357, page 114, Klamath County deed that Real Estate Contract recorded in Volume 357, page 114, Klamath County deed records, being West 1328 feet and South 336 feet from the ½ corner common to section 1 and 12, Township 41, South, Range 10, East of the Willamette Meridian; thence East 324.00 feet to the TRUE POINT OF BEGINNING of this description; thence North 296.00 feet to a point on the South right of way line of the Dallasthence North 296.00 feet to Street); thence East, along said right of way line, California Highway (Front Street); thence West 211.00 feet; thence North 152.00 211.00 feet; thence South 448.00 feet; thence West 211.00 feet; thence North 152.00 feet to the POINT OF BEGINNING, with bearings based on Front Street as being feet to the POINT OF BEGINNING, with bearings based on Front Street as being feet to the POINT OF BEGINNING.

 STATE OF OREGON: COUNTY OF KLAMATH:
 ss.
 the \_24\_\_\_\_\_day

 Filed for record at request of:
 Mountain Title Co.
 the \_24\_\_\_\_\_day

 of
 June
 A.D., 19 88\_\_\_\_\_at \_4:02\_\_\_\_\_o'clock \_P. \_M., and duly recorded in Vol. \_\_\_\_M88\_\_\_\_\_,

 of
 June
 A.D., 19 88\_\_\_\_\_at \_4:02\_\_\_\_\_o'clock \_P. \_M., and duly recorded in Vol. \_\_\_\_\_M88\_\_\_\_\_,

 of
 Mortgages
 on Page \_9945\_\_\_\_\_\_\_.

 of
 Mortgages
 Evelyn Biehn .\_\_\_\_\_County Clerk

 By Quulue:
 Mullendam\_\_\_\_\_\_\_.

FEE \$18.00