

DEPARTMENT OF VETERANS' AFFAIRS

P42766

MTC-19900K
ASSUMPTION AGREEMENT

Loan Number

DATE: June 16, 1988PARTIES: Dwaine D. McDaniel and Deborah T. McDaniel, husband and wife

BUYER

Steven Frey and Penny S. Frey, husband and 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:

Dwaine D. McDaniel
Deborah T. McDaniel(Tax Account No. 0123333R)

Name of Buyer

0123360R, 0123342R.Star Rt., Box D-1

Mailing Address

THE PARTIES STATE THAT:

Seller owes Lender the debt shown by:

Merrill, OR 97633

City State Zip

(a) A note in the sum of \$ 56,490.00 dated July 17, 19 80, which note is secured by a mortgage of the samedate, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume/Reel/Book M80Page 13316 on July 17, 19 80.

(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 _____

on _____, 19 _____

(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:

See Exhibit "A" attached.

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 \$ 52,584.38 as of June 1, 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.

JUN 16 1988

(impr)

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 \$ 515 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. DUE ON SALE OF SECURED OBLIGATION

** 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 Dwaine D. McDaniel SELLER Steven Frey
Deborah T. McDaniel SELLER Penny S. Frey

STATE OF OREGON } ss

COUNTY OF Klamath } June 24, 19 88

Personally appeared the above named DWAINE D. MC DANIEL and DEBORAH T. MC DANIEL and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd

My Commission Expires: 11/16/91 Notary Public For Oregon

STATE OF OREGON } ss

COUNTY OF Klamath } June 23, 19 88

Personally appeared the above named STEVEN FREY and PENNY S. FREY and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Kristi L. Redd

My Commission Expires: 11/16/91 Notary Public For Oregon

Signed this 16th day of June, 19 88

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Curt R. Schnepf
Curt R. Schnepf
 Manager, Account Services

STATE OF OREGON } ss

COUNTY OF Marion } June 16, 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.

Before me: Evelyn M. Mooney

My Commission Expires: 3/16/91 Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

DATE: June 16, 1988

FORM NUMBER: 515000

RECORDING INFORMATION

RECORDING INFORMATION

AFTER SIGNING/RECORDING, RETURN TO:

P42766 Assumption Agreement

EXHIBIT "A"

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 situated in Government Lot 3, Section 12, Township 41 South, 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 REFERRED TO as point A in that Real Estate Contract recorded in Volume 357, page 114, Klamath County deed records, being West 1328 feet and South 336 feet from the $\frac{1}{4}$ 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 Dallas-California Highway (Front Street); thence East, along said right of way line, 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 East; SURVEY NO. 3204.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 24 day
of June A.D., 1988 at 4:02 o'clock P. M., and duly recorded in Vol. M88
of Mortgages on Page 9945

Evelyn Biehn County Clerk
By Pauline Mullendare

FEE \$18.00