

M74358

Loan Number

ASSUMPTION AGREEMENT

DATE: June 28, 1988

PARTIES: Herbert Oswald Mathis and Teresa Lynn Mathis, husband & wife

BUYER

Richard R. Frost and A. Jean Frost, 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:

(Tax Account No. 0558202R)

Herbert Oswald Mathis
Teresa Lynn Mathis

Name of Buyer

5330 Sturdivant

Mailing Address

Klamath Falls, OR 97601

City State Zip

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 29,023.00 dated October 14, 19 77, 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 Page 19676 on October 14, 19 77

(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 \$ 23,137.40 as of June 20, 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.

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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 \$ 260 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. EFFECT OF SUSPENSION OF SECTION 5

** 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 X Herbert Oswald Mathis by
Teresa Lynn Mathis
STATE OF OREGON } ss
COUNTY OF Klamath }
My Commission Expires: 7-15-88

SELLER X Richard R. Frost
Richard R. Frost
WA ID FROSTR58788-1-93
STATE OF OREGON } ss
COUNTY OF Washington }
My Commission Expires: 7/13/89

Personally appeared the above named Teresa Lynn Mathis for herself and as power of attorney for Herbert Oswald Mathis and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Linda Steller
Notary Public For Oregon

STATE OF OREGON } ss
COUNTY OF Washington }
My Commission Expires: 7/13/89

Personally appeared the above named Richard R. Frost and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Martha Dauty
Notary Public For Oregon

Signed this 28th day of June, 19 88.

DIRECTOR OF VETERANS' AFFAIRS - Lender

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

STATE OF OREGON } ss
COUNTY OF Marion }
My Commission Expires: June 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.

Before me: Evelyn M. Mooney
Notary Public For Oregon

My Commission Expires: 3/16/91

AFTER SIGNING/RECORDING, RETURN TO:

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

FOR COUNTY RECORDING INFORMATION ONLY

DATE: June 28, 1988

FILE NO: 80372

RECORDING OFFICE: CLATSOP COUNTY

RECORDING FEE: \$10.00

RECORDING OFFICE: CLATSOP COUNTY

RECORDING FEE: \$10.00

M74358

Assumption Agreement

11287

EXHIBIT "A"

The following described real property in Klamath County, Oregon:
Lot 61 of LAMRON HOMES,
ALSO

A 15 foot strip of land situated in the $S\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ of Section 11,
Township 39 South, Range 9 East of the Willamette Meridian, more
particularly described as follows:

Beginning at the Southeast corner of Lot 61, LAMRON HOMES
SUBDIVISION; thence South $0^{\circ} 07'$ East a distance of 15 feet to the
South line of Section 11; thence North $89^{\circ} 56'$ West along the South
line of said Section 11, a distance of 85 feet; thence North $0^{\circ} 07'$
West a distance of 15 feet to the Southwest corner of said Lot 61;
thence South $89^{\circ} 56'$ East along the South line of said Lot 61 a
distance of 85 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of July A.D. 19 88 at 3:12 o'clock P. M., and duly recorded in Vol. M88
of Mortgages on Page 11285,
FEE 18.00
By Evelyn Biehn - County Clerk
By Pauline Mullens