

DEPARTMENT OF VETERANS' AFFAIRS

ASSUMPTION AGREEMENT

P02359
Loan Number

DATE: August 12, 1988

PARTIES: Leslie E. Parsons and Bonnie B. Parsons, husband and wife

BUYER

Terry A. Morse and Joy M. Morse, 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. 0101678)
Leslie E. Parsons
Bonnie B. Parsons
Falvey Road
Merrill, OR 97633

Name of Buyer

Mailing Address

City State Zip

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 38,950.00 dated November 22, 1978, 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 M78 Page 26459 on November 22, 1978

(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"

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 \$ 35,481.54 as of August 5, 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.

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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 \$ 356 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 this paragraph.

** 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 Leslie E. Parsons
Leslie E. Parsons

SELLER Terry A. Morse
Terry A. Morse

BUYER Bonnie B. Parsons
Bonnie B. Parsons

SELLER Joy M. Morse
Joy M. Morse

STATE OF OREGON

COUNTY OF Klamath) ss

August 19, 19 88

Personally appeared the above named Terry A. Morse and Joy M. Morse and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Debra Buckingham

My Commission Expires: 12-19-88 Notary Public For Oregon

STATE OF OREGON

COUNTY OF Klamath) ss

August 24, 19 88

Personally appeared the above named Leslie E. Parsons and Bonnie B. Parsons and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: Debra Buckingham

My Commission Expires: 12-19-88 Notary Public For Oregon

Signed this 12th day of August, 19 88

DIRECTOR OF VETERANS' AFFAIRS - Lender

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

STATE OF OREGON

COUNTY OF Marion) ss

August 12th, 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. Draney
Evelyn M. Draney
Notary Public For Oregon

My Commission Expires: 3/16/91

FOR COUNTY RECORDING INFORMATION ONLY

AFTER SIGNING/RECORDING, RETURN TO:

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

P02359

Assumption Agreement

13750

EXHIBIT "A"

Commencing at a point on a line between Sections 2 and 11 in Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, which Section line marks the center line of a County road running West from the Town of Merrill, Oregon, and which point of beginning is 272 feet West from the one-quarter corner common to said Sections 2 and 11; extending thence West along said Section line 78 feet; thence South to high water line of Lost River; thence Easterly along said Lost River to a point due South of the point of beginning; thence North to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 25th day
of Aug. A.D. 1988 at 10:07 o'clock A.M., and duly recorded in Vol. M88
of Mortgages on Page 13748
Evelyn Biehn, County Clerk
By Andrew Mullins

FEE \$18.00