

## DEPARTMENT OF VETERANS' AFFAIRS

MTC-20118K

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M84404

Loan Number

## ASSUMPTION AGREEMENT

DATE: August 5, 1988

PARTIES: ALICE F. LEWIS, VERNON J. HILSTAD, and BETTY L. VETKOS, as tenants in common

BUYER

Lois E. Blaga

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: Alice Lewis

(Tax Account No. 0509783R)

Name of Buyer

2827 Eastmount

Mailing Address

## THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

Klamath Falls, OR 97601

City State Zip

(a) A note in the sum of \$ 38,000.00 dated March 9, 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

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on March 10, 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:

Lot 4, Block 3, EASTMOUNT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 \$33,052.91 as of July 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 \$ 334 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.

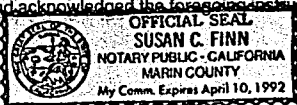
**SECTION 7. LIMITATIONS**

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.

BUYER: Alice L. Lewis SELLER: Lois E. Blaga  
Vernon J. Hilstad Betty L. Vetkos

STATE OF CALIFORNIA )  
COUNTY OF MARIN ) ss August 23, 19 88

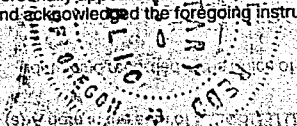
Personally appeared the above named LOIS E. BLAGA and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: Susan C. Finn Notary Public For Oregon - California  
My Commission Expires: 4-10-92

STATE OF OREGON )  
COUNTY OF Klamath ) ss August 29, 19 88

Personally appeared the above named ALICE F. LEWIS, BETTY L. VETKOS, and VERNON J. HILSTAD and acknowledged the foregoing instrument to be theirs (their) voluntary act and deed.



Before me: Kristi L. Redd Notary Public For Oregon  
My Commission Expires: 11/16/91

Signed this 5th day of August, 19 88

Janice Sandoval  
Janice Sandoval  
Accounts Services Specialist

STATE OF OREGON )  
COUNTY OF Marion ) ss August 5, 19 88

Personally appeared the above named Janice Sandoval 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.

STATE OF OREGON, )  
County of Klamath ) ss  
Before me: Evelyn M. Mooney Notary Public For Oregon  
My Commission Expires: 3/16/91

Filed for record at request of:  
Mountain Title Co.  
on this 31st day of Aug. A.D., 19 88  
at 8:56 o'clock A.M. and duly recorded  
in Vol. M88 of Mortgages Page 14106  
Evelyn Biehn County Clerk  
By Dorlene Nielsen Deputy  
Fee, \$13.00

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