

91913

DEPARTMENT OF VETERANS' AFFAIRS

Vol. m88 Page 16020

M58933

Loan Number

ASSUMPTION AGREEMENT

DATE: August 16, 1988PARTIES: Howard E. AdamsTerry F. Riach

BUYER

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:

(Tax Account No. 0607917R
0607043R)Howard E. Adams
Name of Buyer3rd St.

Mailing Address

Bonanza, OR 97623

City State Zip

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$65,100.00dated March 7, 19 77, which note is secured by a mortgage of the same date, and recorded in the office of the county recording officer of Klamathcounty, Oregon, in Volume/Reel/Book M77Page 3897

(b) A note in the sum of \$

dated

on March 7, 19 77

date and recorded in the office of the county recording officer of _____, 19 _____, which note is secured by a Trust Deed of the same _____ county, Oregon, in Volume/Reel/Book _____

(c) A note in the sum of \$

dated

on _____, 19 _____

the same date

, 19 _____, which note is secured by a Security Agreement of

(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 \$ 59,158.77as of August 4, 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.

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 \$ 573 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.

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 Howard E. Adams by
Howard E. Adams by

SELLER Terry F. Riach
Terry F. Riach

BUYER His Attorney in Fact
His Attorney in Fact

SELLER

STATE OF OREGON

COUNTY OF Marion

September 2, 1988

Personally appeared the above named Terry F. Riach
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

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

STATE OF OREGON

COUNTY OF

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

Before me:

My Commission Expires: Notary Public For Oregon

Signed this 16th day of August, 1988

DIRECTOR OF VETERANS' AFFAIRS - Lender

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

STATE OF OREGON

COUNTY OF Marion

August 16th, 1988

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:

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

FOR COUNTY RECORDING INFORMATION ONLY

DATE

FILE

AFTER SIGNING/RECORDING, RETURN TO:

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

M58933

Assumption Agreement

EXHIBIT "A"

16022

Outlots 1, 2, 3, & 4 of the Bowne Addition to Bonanza located in Section 15 Township 39 South, Range 11E of the Willamette Meridian.

Except from Lot 1 all property lying East of the following described line: Beginning at a point 367 feet due West and 317 feet due South of a stake set in a mound of rock being situated South 33° 30' East 1182.72 feet from the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10 Township 39 S.R. 11 E.W.M., and also being the Southwest corner of that certain parcel of land conveyed to Fred D. Hitson and Estell N. Hitson, husband and wife, and William T. Beal and Cora Mae Beal, husband and wife, by said deed recorded in Volume 223, page 349 of Klamath County Deed Records on August 4, 1948; thence South to the point of intersection of the North or right bank of Lost River, and the True Point of beginning; thence North to the Southwest corner of Deed Volume 223 page 349, thence North 2° 00' East 412.3 feet to the South line of River Street and the termination of said line.

STATE OF OREGON,

County of Klamath

} ss.

On this the 26th day of September, 19 88 personally appeared Barbara Hartley who, being duly sworn (or affirmed), did say that he is the attorney in fact for Howard E. Adams that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Debra Buckingham

Escrow Officer

(Signature) Commission Expires
12-19-88

(Title of Officer)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co.
of Sept. A.D., 19 88 at 8:57 o'clock A.M., and duly recorded in Vol. M88 day
of Mortgages on Page 16020

FEE \$18.00

Evelyn Biehn
By Pauline Mullins County Clerk

7-12-88