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MTC-20486 D  
DEPARTMENT OF VETERANS' AFFAIRS

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P57967

## ASSUMPTION AGREEMENT

Loan Number

DATE: October 14, 1988PARTIES: Dennis G. Arnoldussen and Valarie J. Arnoldussen,  
husband and wife

BUYER

S. Omar Zia and Maria J. Zia, 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. 0170380R)Dennis G. Arnoldussen  
Valarie J. Arnoldussen

Name of Buyer

2036 Eldorado

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 \$ 57,190.00 dated September 15, 19 81, 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 M81Page 16394on September 15, 19 81(b) A note in the sum of \$                      dated                     , 19                     , which note is secured by a Trust Deed of the samedate 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 Assumption Agreement for \$56,433.43 recorded Volume M87Page 3729, March 9, 1987, Klamath County, Oregon.

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 4, ELDORADO ADDITION to the City of Klamath Falls,  
according to the plat of record in the office of the County Clerk,  
Klamath County, State of Oregon.

## SECTION 1. PAYMENT

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 \$ 53,451.34 as of September 15, 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**

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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 \$ 521 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 Dennis G. Arnoldussen  
Dennis G. Arnoldussen

SELLER S. Omar Zia  
S. Omar Zia

BUYER Valarie J. Arnoldussen  
Valarie J. Arnoldussen

SELLER Maria J. Zia  
Maria J. Zia

STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO ) ss

Oct 20 1988

Personally appeared the above named S. OMAR ZIA + MARIA J. ZIA and acknowledged the foregoing instrument to be his (their) voluntary act and deed.



NOTARY PUBLIC  
SAN LUIS OBISPO COUNTY  
CALIFORNIA  
My Commission Expires on August 3, 1990

Before me:

My Commission Expires: 8-3-90

Notary Public For Oregon  
CALIF.

STATE OF OREGON

COUNTY OF Klamath ) ss

Oct 21 1988

Personally appeared the above named Dennis G. Arnoldussen + Valarie J. Arnoldussen and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

My Commission Expires: 6-16-92

Notary Public For Oregon

Signed this 14th day of October, 1988

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Curt R. Schnépp  
Curt R. Schnépp  
Manager, Accounts Services

STATE OF OREGON

COUNTY OF Marion ) ss

October 14 1988

Personally appeared the above named Curt R. Schnépp 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

STATE OF OREGON,

County of Klamath ss.

Filed for record at request of:

Mountain Title Co.

on this 21st day of Oct. A.D. 1988  
at 3:26 o'clock P.M. and duly recorded  
in Vol. M88 of Mortgages Page 17787

Evelyn Biehn County Clerk

By Audrey Mickelthole

Deputy.

Fee, \$13.00

AFTER SIGNING/RECORDING, RETURN TO:

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