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VA. Form 28-6336 c (Home Loan) Dec: 1976 Revised. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Fed-eral National Mortgagee Associa-tion

X=41017 TRUST DEED

Vol. 2018 Page 21755

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THIS TRUST DEED, made this fifteenth

DANIEL P. HOLLAND and TAMY J. HOLLAND, husband and wife day of <u>December</u>, 19.88, between a Haputrik KLAMATH COUNTY TITLE COMPANY, an Oregon Corporation TOWN & COUNTRY MORTGAGE, INC., an Oregon Corporation and, as GRANTOR WITNESSETH: Grantor irrevocably GRANTS, BARGAINS, SELLS, and CONVEYS, to TRUSTEE IN TRUST, WITH POWER OF SALE, the property in Klamath

Lot 14 in Block 6, Tract No. 1025, Winchester, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No.: 3909-11CD011000 Key: 555900 Property Address: 4725 Sturdivant Avenue

Klamath Falls, Oregon 97603

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NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT, The attached RIDER is made a Part of this instrument.

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which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise new or here appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter to and conferred upon Beneficiary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter given or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the reality, and are a portion of the security for the indebtedness herein mentioned:

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of

Forty thousand four hundred and no/100ths

Forty thousand four hundred and no/100ths Dollars (\$ 40,400.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor,), with interest Daniel P. Holland and Tamy J. Holland

the final payment of principal and interest thereof, if not sconer paid, to be due and payable on the first day of 1-20-2019

1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment; whichever is earlier.

2. Grantor agrees to pay to Beneficiary as trustee (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

- (a) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Trust Deed; and an installment of the premium or premiums that will become due and pay able to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to the Beneficiary; Grantor agreeing to deliver (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and therefor, divided by the number of months that are to elapse before ine month prior to the date when such premium or premiums and taxes and assessments will become deliquent. Beneficiary shall hold such monthly payments in trust to subpragraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 (1) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (I) ground rents, taxes; special assessments, fire and other hazard insurance premiums;

(1) ground rents, taxes, special assessments, fire and other hazard insurance premiums; (II) interest on the note secured hereby;) Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment; constitute an event of default under; this Trust Deed. 3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made released, applied on any indebtedness secured hereby, or be credited by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums; as the case may be, such excess may be y Grantor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Grantor shall pay to Beneficiary as trustee any amount necessary to make up the deficiency within mail. If at any time Grantor shall nave to Beneficiary stating the amount of the indebtedness, credit to the entire of the provisions of this Trust Deed and thereafter: a sale of (a) of paragraph 2 preceding with the provisions hereof, full payments to be made become due and payable, then Grantor shall pay to Beneficiary stating the amount of the deficiency, which notice may be given by indebtedness secured hereby, Beneficiary as trustee shall, in computing the amount of the indebtedness; credit to the account of of the provisions of this Trust Deed and thereafter: a sale of the premises in accordance with the provisions hereof, full payment of the entire of such proceedings, or at the time the property is otherwise accured and unpaid and the balance to the principal then remaining unpaid of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

To Protect the Security of This Trust Deed, Grantor Agrees

5. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

6. To complete or restore promptly and in good and work-manlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or construction of improvements on said property, Grantor further agrees: (a) to commence construction promptly and in good and work-manlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or construction of improvements on said property, Grantor further agrees: (a) to commence construction promptly and to pursue.

(a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) to allow Beneficiary to inspect said property at all (b) to allow Beneficiary to inspect said property at all times during construction. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder. We show

7. To comply with all laws, ordinances, regulations, cove-nants, conditions and restrictions affecting said property.

nants, conditions and restrictions affecting said property. 8. To provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said prem-ises, and except when payment for all such premiums has here-tofore been made under (a) of paragraph 2 hereof, to pay promptly when due any premiums therefor; and to deliver all premiums therefor; and to deliver all policies with loss pay-able to Beneficiary, which delivery shall constitute an assign-ment to 'Beneficiary of all return' premiums. The amount collected under any fire or other insurance policy may be ap-plied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

or invalidate any act done pursuant to such notice. 9. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in para-graphs 10 and 11 of this Trust Deed, shall be added to and be-come a part of the debt secured by this Trust Deed, without mains hereof and for such payments, with interest as afore-said, the property hereinbefore described; as well as the Gran-

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tor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Bene-ficiary, render all sums secured by this Trust Deed immedi-ately due and payable and constitute a breach of this Trust Deed.

10. To pay all costs, fees and expenses of this trust, includ-ing the cost of title search as well as the other costs and ex-penses of the Trustee incurred in connection with or in enforcing this obligation, and trustees and attorney's fees actually incurred.

11. To appear in and defend any action or proceeding pur-porting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the Court, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Trust Deed.

12. To pay at least ten (10) days before delinquency all assessments upon water company stock, and all rents, assess-ments and charges for water, appurtenant to or used in con-nection with said property; to pay, when due, all encum-brances, charges and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust.

of this Trust. 13. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but with-out obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and de-fend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, hereof or the rights or powers of Beneficiary or Trustee; pay, here and in exercising any such powers, incur any liability, expend whatever amounts are reasonably necessary therefor, includ-ing cost of evidence of title, and reasonable counsel fees. 14. To new within thirty (30) days after demand all sums

14. To pay within thirty (80) days after demand all sums properly expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall

15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or insur-ance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Trust Deed.

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25. Upon default by Grantor in payment of any indebted-ness secured hereby or in porformance of any agreement here-

subordination of the lifen or charge of this frust Deed to any such tenancy, lease or option.
28. Upon any default by Grantor hereunder, Beneficiary by a receiver to be appointed by a Court, and without regard by a receiver to be appointed by a Court, and without regard by a receiver to be appointed by a court, and without regard by a receiver to be appointed by a court, and without regard by a receiver to be appointed by a court, and without regard by a receiver to be appointed by a court, and without regard by a receiver to be appointed by a court, and without regard by a receiver to be appointed by a court.
by a receiver to be appointed by a Court, and without regard by a receiver to be appointed by a court of the dequacy of any security for the indebtedness hereby any part thereof, in its own name, leas costs and expenses of oper upon the indebtedness secured hereby, and in such order as a foreafdary may determine.
24. The entering upon and taking possession of said properceeds of fire and other insurance policies, or compensation or application or release thereof as aforeasid, shall not court any taking or damage to the property, and the waive any default or notice of default hereunder or invalidate or any at come pursuant to such notice.

proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5.
122. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, and of any personal property located thereon. Until Grantor by or in the performance of any agreement hereunder, Grantor and profits earned prior to default as they become due and arising or accruing by reason of any of, source and profits earned prior to default as they become due and arising or accruing by reason of any of, source and profits earned prior shall default as affores and profits earned prior to default as they become due and arising or accruing by reason of any oil, gas, or mineral lease of stail property affected hereby, to collect all rents, issues, royalties, save and excepting rents, issues, royalties, and profits of the property with or without taking postors of stail property affected hereby, to collect all rents, issues, royalties, issues, and profits. Failure or discontinuance of such moneys shall cease and profits of the property affected hereby, to collect all rents, beneficiary at any time, or from time to time to collect any forcement by Beneficiary of the same. Nothing herein contained shall be, or be eases or option, nor an assumption of liability under, nor a such to acnet, lease or option.
23. Upon any default by Grantor hereunder, Beneficiary at any time, either the same of the ary of any and profits ary the same of the start of the same of the start of the same of the same of the same of the start of any tenancy.

ficiary all evidence of title. 21. At any time and from time to time upon written request of. Beneficiary, payment of its fees and presentation of this conveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, said property; (b) Join in granting any easement or creating agreement affecting this Trust Deed or the lien or charge the property; The Grantee in any reconveyance may be do the property. The Grantee in any reconveyance may be do the property of any matters or facts shall be conveyant of the reof; (d) reconvey, without warranty, all or any part of the project of the truthfulness thereof. Trustee's fees for any be proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5. (22. As additional security, Grantor hereby assigns to Bene-

20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon ing reasonable attorney's fees, and forthwith deliver to Bene-ficiary all evidence of title.

19. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof se-

18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so se-cured or to declare default for failure so to pay.

IT IS MUTUALLY AGREED THAT:

36. This Trust Deed shall be construed according to the laws of the State of Oregon.

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be a party, unless brought by Trustee. 35. If the indebtedness secured hereby be guaranteed or in-sured under Title 38, United States Code, such Title and Reg-shall govern the rights, duties and liabilities of the parties cuted in connection with said indebtedness which are incon-sistent with said Title and Regulations are hereby amended and any provisions of this or other instruments exce-sistent with said Title and Regulations are hereby amended 56. This Trust Deed shall be another the said the sa

34. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee. 35. If the indebtedness secured hereby he guerenteed or in

eration of law. 32. If a final decree in favor of plaintiff is entered in a suit able attorney fee as provided in the note secured hereby, but able attorney fee as provided in the note secured hereby, but incurred by the proper plaintiffs. 33. This Trust Deed shall inure to and bind the heirs, lega-tions of the parties hereto. All obligations of the Grantor mean the owner and holder, including pledgees of the indet-deres, secured hereby whether or not named as Beneficiary' shall edness secured hereby operation of law or otherwise. When-plural the singular, and the use of any gender shall include all genders.

coccasions shall not exclude the future exercise thereof from occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by operation of law.

(b) No power or remedy herein conferred is exclusive of, or shall prejudice any other power or remedy of Trustee or

hereby waived, to the full extent permissible by law. 31.: (a) In addition to any of the powers or remedies con-ferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary jointly, or either, may bring an action in the proper court for the fore-closure of this instrument as a mortgage, upon default, and are given by any statute or other law of the State of Oregon. (b) No nower or remedy herein conformed in archiver of the

(b) The pleading of any statute of limitations as a de-fense to any and all obligations secured by this Trust Deed is hereby waived, to the full extent permissible by law.

30, (a) The waiver by Trustee or Beneficiary of any de-fault of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults sub-

such surplus. 29. For any reason permitted by law Beneficiary may from time to time appoint a successor function of the successor of successors to any Trustee under. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title or appointed here under. Each such appointment and substi-ficiary, containing reference to this Trustee herein named ficiary, containing reference to this Trust bed and its place of record, which, when recorded in the office of the County erty is situated, shall be conclusive proof of proper appoint-80. (a) The waiver by Trustee or Beneficiary of any de-

may purchase at the sale. 28. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by (3) to all persons having recorded liens subsequent to the may appear in order of their priority; and (4) the surplus, if such surplus. 29. For any reason parmitted to the

the Trustee shall fix the time and place of sale and give notice thereof as then required by law. 26. If after default and prior to the time and date set by and the Trustee for the Trustee's sale, the Grantor or other person under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not enforcing the terms of the Statut occurred, the Grantor or other per-of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and of Beneficiary's costs and expenses incurred up to said time in attorney's fees not exceeding \$50 if actually incurred. 27. After the lapse of such time as may then be required by the giving of said notice of sale. Trustee is and erty at the time and place fixed by it in said notice of default and erty at the time and place fixed by it in said notice of sales cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchases tide the time it may covenant or warranty, express or implied. Tus-clusive proof of the trust fuer and y persons of the sale clusive proof of the trust fuer and y have conveying the purchases is shall be con-ing the Trustee sale. 28. When Trustee, but including the Grantor and Beneficiary, 28. When Trustee sale purchases of sale to navment

under, Beneficiary may declare all sums secured hereby im-mediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property, which Beneficiary desires said property to be sold, it shall deposit with Trustee this Trust Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law. 26. If after default and prior to the time and date set by

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21758 IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

-25. Upon default in Controp in jugginger of any interled dage geniers, metaba of in performance of any symptotic bare aba sariyana arisenso Asina anisenso ise of ustains produces in size application a tor any COMP OF

6 (Sec.) STATE OF OREGON, 88:

COUNTY OF Klamath <u>December 20</u>, **19**.88

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Tanel P Holland [SEAL] Emily HOULOND [SEAL]

Personally appeared the above-named Daniel P. Holland & Tamy J. Hollandnd acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

chan 251 653 iblig for the State of Oregon.

My commission expires: 12-19-92 行行的所用在於

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

, Trustee. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Trust Deed. All sums secured by said Trust Deed have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of said Trust Deed or pursuant to statute, to cancel all evi-dences of indebtedness secured by said Trust Deed (which are delivered to you herewith together with said Trust Deed) and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed the estate now held by you under the same.

Mail reconveyance and documents to ...

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Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made. side-poi.co Direc efficient of the matrix formation of entropy of the form the direct of the matrix formation of entropy of the To June the lieb of the matrix formation of entropy of the total of the second of the matrix formation of entropy of the direct of the matrix of the second of the total of the second of the matrix of the second of the second of the matrix of the second of the total of the second of the matrix of the second of the se 1.

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Beneficiary.

VA ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 15th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

TOWN & COUNTRY MORTGAGE, INC., an Oregon Corporation

("Mortgagee") and covering the property described in the Instrument and located at:

its successors and assigns

4725 Sturdivant Avenue, Klamath Falls, OR 97603

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges

GUARANTY: Should the Veterans Administration fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Veterans Administration under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Veterans Administration or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements

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(a) <u>ASSUMPTION FUNDING FEE:</u> A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN-WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

Daniel P. Holland (Se Mortgag	al) <u>None b Holh S</u> (Se gor Tamy J. Jojland Mortgag
WMP MORITAGE FORM rn to: Town & Country Mortgage 824 Main Street Klamath Falls, Or 97601	S