

DEPARTMENT OF VETERANS' AFFAIRS

41089
ASSUMPTION AGREEMENT

M48973

Loan Number

DATE: February 7, 1989PARTIES: Brendan Capital Corporation

BUYER

Lawrence N. Kaylor

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: Brendan Capital Corporation(Tax Account No. 001=0584709R)

Name of Buyer

002=0053140M8728 Spring Lake Road

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 \$ 68,550.00 dated August 23, 19 76, 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 M76Page 13096 on August 23, 19 76.

(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:

The NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING those portions used for county road purposes.

TOGETHER WITH the following described mobile home which is firmly affixed to the property:

1975 HOMETTE, ID No. 03950440J, Title #7626444707, Plate #X131104 5.

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 \$ 58,687.23 as of December 31, 19 89

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 \$ 6885 to be paid annually (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 BRENDAN CAPITAL CORPORATION By: Richard N. Belcher SELLER: Lawrence N. Kaylor
Signature Attorney in Fact Lawrence N. Kaylor

BUYER By: Richard N. Belcher Attorney in Fact SELLER Lawrence N. Kaylor
typed name and title

STATE OF OREGON)
COUNTY OF Klamath) ss February 21, 19 89

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

STATE OF OREGON) ss. |
County of Klamath)

Before me: Debra Buckingham
My Commission Expires: 12-19-92 Notary Public For Oregon

On this the 22nd day of February, 1989, personally appeared Richard N. Belcher who, being duly sworn, did say that he is the attorney in fact for Brendan Capital Corporation and 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: Debra Buckingham
My Commission Expires December 19, 1992

Signed this 7th day of February, 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Joyce D. Emerson
Accounts Services
Leadworker

STATE OF OREGON)
COUNTY OF Marion) ss February 7, 19 89

Personally appeared the above named Joyce D. Emerson
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, ss.
County of Klamath

Before me: Evelyn M. Mooney
My Commission Expires: 3/16/91 Notary Public For Oregon

Filed for record at request of:

AFTER SIGNING/RECORDING, RETURN TO:

Klamath County Title Co.
on this 24th day of Feb. A.D., 19 89
at 9:17 o'clock AM. and duly recorded
in Vol. M89 of Mortgages Page 3361
Evelyn Biehn County Clerk
By Debra Mueland
Deputy.

Fec, \$13.00

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