

97945

## DEPARTMENT OF VETERANS' AFFAIRS

Vol. m89 Page 4172M98426  
Loan NumberMTC-2882-D  
ASSUMPTION AGREEMENTDATE: February 13, 1989PARTIES: Roberto Davila and Sylvia Davila, husband and wife  
BUYERBilly L. Wirch and Nancy L. Wirch, 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. 0505554-R)Roberto DavilaSylvia Davila

Name of Buyer

1814 Carlson Dr.

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 \$ 42,500.00 dated September 26, 19 78, 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 M78Page 21435 Fee #55663 on September 27, 19 78

(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 \_\_\_\_\_

(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 6, WINEMA GARDENS, in the County of Klamath, State of Oregon,  
EXCEPTING THEREFROM the Northwesterly 17.9 feet thereof.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 \$ 39,404.62 as of January 12, 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 \$ 390 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, unremarried 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 this security document.

BUYER Roberto Davila

BUYER Sylvia Davila

STATE OF OREGON

COUNTY OF Jackson } ss March 4, 19 89

Personally appeared the above named Billy L. & Nancy L. Wirch and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

SELLER Billy L. Wirch

SELLER Nancy L. Wirch

My Commission Expires: 11-29-91 Notary Public For Oregon

STATE OF OREGON: } ss

COUNTY OF Klamath } ss March 6, 19 89

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

Before me:

Marlene Grube  
Notary Public For Oregon  
My Commission Expires: 6/16/92

Signed this 13th day of February, 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: Joyce D. Emerson  
Joyce D. Emerson  
Accounts Services  
Leadworker

STATE OF OREGON } ss

COUNTY OF Marion } ss February 13, 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  
Notary Public For Oregon  
My Commission Expires: 3/16/91

Filed for record at request of:

Mountain Title Co.  
on this 10th day of March A.D., 19 89  
at 3:08 o'clock P.M. and duly recorded  
in Vol. M89 of Mortgages Page 4172

Evelyn Biehn County Clerk

By Pauline Mulholland

Deputy.

Fee. \$13.00

AFTER SIGNING, RECORDING, RETURN TO:

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