

MIT-21093D

Loan No. 082210-6

This Agreement is made by and between John R. Metcalf & Sandra L. Metcalf (hereinafter called "Sellers") and Daryl Enslinger & Kathy Enslinger (hereinafter called "Buyers").

Sellers are indebted to Associates National Mortgage Corporation (hereinafter called "ANMC") under a Note and secured by a Mortgage/Deed of Trust (hereinafter called "Security Instrument"), in the original amount of \$ 63,630.00 dated August 18, 1987 and recorded August 31, 1987, in Book M87 Page 15748 (Instrument No.), of the records in the office of the Clerk/Recorder of Klamath County, State of Oregon, covering the following described real estate, to wit:
Lots 9 & 10, Block 2, KLAMATH RIVER SPORTSMAN'S ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

more commonly known as: 12881 Antler Drive, Klamath Falls,
(street address).

In consideration for Sellers' transfer of such property, Buyers will assume and agree to pay that part of said indebtedness remaining unpaid under the Security Instrument to ANMC, its successors and/or assigns.

Buyers further agree to assume and pay the indebtedness in accordance with the terms and conditions of the note and Security Instrument securing same.

It is fully agreed and understood by Buyers that the payments on the indebtedness are \$ 63,053.17 per month, payable on or before the first of each and every month until the entire amount of principal and interest is paid, it being understood that each monthly installment shall be applied according to the terms and conditions contained in the note and Security Instrument. (If this loan is an adjustable rate mortgage, it is understood that this payment may decrease or increase according to the terms and conditions contained in the Note and Security Instrument.)

Buyers and Sellers further agree and understand that the approval of ANMC to this Assumption Agreement is subject to the collection by ANMC of any check or checks (personal or otherwise) tendered for payment and should any check(s) be returned to ANMC due to insufficient funds or for any other reason, ANMC shall have the authority to debit the loan account or loan escrow account for such check(s) and Buyers agree to assume liability for such payment(s) which the check(s) were to be applied.

Buyers further agree that the monthly payments are to start with the month of May, 1989, and that any payment not recieved in the office of ANMC by the 15th of each month will be considered delinquent and subject to the late charge contained in the Note and Security Instrument.

Sellers understand and agree that unless a release of liability is executed and recorded of record, Sellers remain liable under the Note and Security Instrument and in the event of a default by the Buyers, the Buyers and Sellers are liable jointly and severally for any defaults.

All of the parties to this instrument hereby agree the Security Instrument held by ANMC is a valid, first and existing lien on the real property described above; that the signing of this Agreement will not impair the lien of ANMC; and that there is no existing second mortgage or other lien subsequent to the lien held by ANMC.

89 APR 17 PM 12 46

Where used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Dated this 14th day of April, 1989.

6476

(SIGNED) John R Metcalf
Seller

(SIGNED) Daryl Ensminger
Buyer

(SIGNED) Sandra L Metcalf
Seller

(SIGNED) Kathy Ensminger
Buyer

STATE OF Oregon)
COUNTY OF Klamath) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of April, 1989, personally appeared John R. Metcalf and Sandra L. Metcalf to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

My Commission Expires: 6/16/92

Darlene G. Tucker
Notary Public in and for the
State of Oregon, County
of Klamath

STATE OF Oregon)
COUNTY OF Klamath) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of April, 1989, personally appeared Daryl Ensminger and Kathy Ensminger to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

My Commission Expires: 6/16/92

Darlene G. Tucker
Notary Public in and for the
State of Oregon, County
of Klamath

Return: MIT

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.

on this 17th day of April A.D., 1989
at 12:46 o'clock PM and duly recorded
in Vol. M89 of mortgages Page 6475

Evelyn Biehn

County Clerk

By

Darlene G. Tucker

Deputy.

Fee, \$13.00

2537h (11/88)