

Aspen # 02033325  
ASSUMPTION AGREEMENT

PL3039  
Loan Number

DATE: April 27, 1989

PARTIES: Barbara Erdmann BUYER

Mark C. Bates and Elizabeth A. Bates, 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: Barbara Erdman  
(Tax Account No. 0299849R) 455 Fulton  
Klamath Falls, OR 97601  
Name of Buyer  
Mailing Address  
City State Zip

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 31,500.00 dated May 29, 19 79, which note is secured by a mortgage of the same date, and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume M79 Page 13695 on June 11, 19 79

(b) A note in the sum of \$ 38,949.63 dated November 14, 19 85, which note is secured by a Mortgage of the same date and recorded in the office of the county recording officer of Klamath county, Oregon, in Volume M85 Page 18460 on November 14, 19 85

(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 \$26,347.63 recorded Volume M85 Page 18457, November 14, 1985, 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 22 and the Westerly 18 feet of Lot 23, WEST PARK, in the County of Klamath, State of Oregon.

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 \$ 34,510.98 as of March 15, 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.

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**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 \$ 356 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 the security document.

BUYER [Signature]  
Barbara Erdmann

SELLER [Signature]  
Mark C. Bates

BUYER \_\_\_\_\_

SELLER [Signature]  
Elizabeth A. Bates

STATE OF OREGON Colorado )  
COUNTY OF Denver ) ss

8 May, 19 89

Personally appeared the above named Mark C. Bates, Elizabeth A. Bates and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: [Signature]  
Notary Public For Oregon  
My Commission Expires: 11 Sept 1990

STATE OF OREGON )  
COUNTY OF Klamath ) ss

May 12, 19 89

Personally appeared the above named Barbara Erdman and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: [Signature]  
Notary Public For Oregon  
My Commission Expires: 3-22-93

Signed this 27th day of April, 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender  
By: [Signature]  
Joyce D. Emerson  
Accounts Services  
Leadworker

STATE OF OREGON )  
COUNTY OF Marion ) ss

April 27, 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.

Before me: [Signature]  
Notary Public For Oregon  
My Commission Expires: 3/16/91

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:  
Aspen Title Co.  
on this 12th day of May, A.D., 19 89  
at 11:41 o'clock A.M. and duly recorded  
in Vol. M89 of Mortgages Page 8173  
Evelyn Biehn County Clerk  
By [Signature] Deputy.

AFTER SIGNING/RECORDING, RETURN TO:  
**DEPARTMENT OF VETERANS' AFFAIRS**  
**OREGON VETERANS BUILDING**  
**700 Summer St. NE**  
**Salem, Oregon 97310-1201**