

1467

DEPARTMENT OF VETERANS' AFFAIRS

Vol. m89 Page 10637P10213
Loan NumberMT-21456K
ASSUMPTION AGREEMENTDATE: May 25, 1989PARTIES: Jerry W. Tester and Susan F. Tester

BUYER

Franz Albert Hille and Marlene C. Hille, 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 0554055 R)Jerry W. Tester
Name of Buyer4315 Memorie Ln.
Mailing AddressKlamath 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 \$ 41,325.00 dated April 6, 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/Reel/Book M79 Page 7823 on April 9, 19 79

(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:

Lot 28 in TONATEE HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 \$ 37,859.96 as of May 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

(implied)

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 \$ 379 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, unmarried former spouse, surviving child or stepchild of the original borrower, or to a veteran eligible for a loan under ORS 407.075 to 407.535 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 Jerry W. Tester
Jerry W. Tester

SELLER Franz Albert Hille
Franz Albert Hille

BUYER Susan F. Tester
Susan F. Tester

SELLER Marlene C. Hille
Marlene C. Hille

STATE OF Washington

COUNTY OF Grays Harbor ss June 6, 19 89

Personally appeared the above named Franz Albert Hille and Marlene C. Hille and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

VELMA J. BLONSKI
 NOTARY PUBLIC

STATE OF WASHINGTON
 My Commission Expires Nov. 20, 1989

Velma J. Blonski

My Commission Expires:

Notary Public For Oregon
 Washington

STATE OF OREGON

COUNTY OF Klamath ss June 14, 19 89

Personally appeared the above named JERRY W. TESTER & SUSAN F. TESTER and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me:

Marlene C. Hille

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

Signed this 25th day of May, 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Joyce D. Emerson
Joyce D. Emerson
 Accts. Services Leadworker

STATE OF OREGON

COUNTY OF Marion ss May 25, 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,
 County of Klamath ss.

Before me:

Kathryn L. Blonski

My Commission Expires:

Notary Public For Oregon

Filed for record at request of:

11/1/91

AFTER SIGNING/RECORDING, RETURN TO:

Mountain Title Co.
 on this 14th day of June A.D., 19 89
 at 3:51 o'clock PM. and duly recorded in Vol. M89 of Mortgages Page 10637
Evelyn Biehn County Clerk

By Pauline Muelandere Deputy.

Fee, \$13.00

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