

P53559
Loan Number

2411251
ASSUMPTION AGREEMENT

DATE: June 28, 1989

PARTIES: Brendan Capital Corp.

BUYER

Arlo R. Rasdal and Barbara D. Rasdal, 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: Brendan Capital Corp.
(Tax Account No. 0582471R) 7418 Homedale
Klamath Falls, OR 97601

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 44,915.67 dated May 6, 1981, 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 #M81 Page 8137 on May 7, 1981.

(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:

All that portion of land lying North of drain ditch in the Northeast corner of Lot 2 in Section 23, Township 39 South, Range 9 East of the Willamette Meridian, 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 \$ 41,037.50 as of June 20, 1989.

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.

(tumble)

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 \$ 403 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 407.595 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

Name and Title

BUYER

Richard N. Belcher Attorney in Fact
for Brenden Capital Corporation

STATE OF OREGON

COUNTY OF

Klamath

) ss

July 12

19 89

SELLER

Arlo R. Rasdal

SELLER

Barbara D. Rasdal

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

Before me

My Commission Expires: 12-19-92

Notary Public For Oregon

State of Oregon) ss.
County of Klamath)

On this the 12th day of July, 1989, personally appeared Richard N. Belcher who, being duly sworn, did say he is the attorney in fact for Brenden 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:

Notary Public for Oregon

My Commission Expires 12-19-92

Signed this 28th day of June 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Joyce D. Emerson
Accts. Services Leadworker

STATE OF OREGON

COUNTY OF

Marion

) ss

June 28

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:

My Commission Expires:

05/22/93

Notary Public For Oregon

Filed for record at request of:

Klamath County Title Co.

on this 12th day of July A.D. 19 89
at 3:15 o'clock P.M. and duly recorded
in Vol. M89 of Mortgages Page 12774

Evelyn Biehn County Clerk

By Pauline Muehlstein

Deputy.

Fee, \$13.00

AFTER SIGNING/RECORDING, RETURN TO:

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