

DEPARTMENT OF VETERANS' AFFAIRS

MTC-21628 P
ASSUMPTION AGREEMENTM21220
Loan Number

DATE: June 26, 1989

PARTIES: Edwin B. Piper and Minerva C. Piper, husband and wife

BUYER

Richard T. Bair and Mililani Bair, 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. 0203782R)

Edwin B. Piper

2nd & Yohooskin

Mailing Address

Chiloquin, OR 97624

City State Zip

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 28,500.00 dated February 11, 1975 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

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on February 11, 1975

(b) A note in the sum of \$ dated 1975 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 1975

(c) A note in the sum of \$ dated 1975 which note is secured by a Security Agreement of the same date.

(d) and further shown by an Assumption Agreement for \$23,070.75 recorded

August 13, 1987, #M87 Page 14543

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:

Lots 5 and 6 in Block 8 of FIRST ADDITION TO CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SECTION 2: INTERPRETATION

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 \$ 21,789.97 as of June 1, 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.

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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 \$ 251 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 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 Edwin B. Piper SELLER Richard T. Bair
Edwin B. Piper Richard T. Bair
 BUYER Minerva C. Piper SELLER Mililani Bair
Minerva C. Piper Mililani Bair
 STATE OF OREGON CALIFORNIA SS 7-18- 1989
 COUNTY OF San Bernardino

Personally appeared the above named EDWIN B. PIPER & MINERVA C. PIPER
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

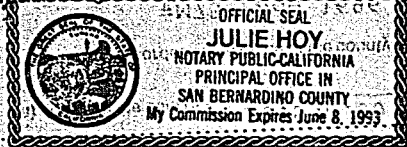
Before me:

My Commission Expires:

Notary Public For Oregon
CaliforniaSTATE OF OREGON CaliforniaCOUNTY OF San Bernardino

6-8-19 93

Personally appeared the above named Edwin B. Piper and Minerva C. Piper
 and acknowledged the foregoing instrument to be his (their) voluntary act and deed.



Before me:

My Commission Expires:
6-8-93Notary Public For Oregon
CaliforniaSigned this 26th day of June 19 89

DIRECTOR OF VETERANS' AFFAIRS - Lender

By:

Joyce D. Emerson

Accts. Services Leadworker

STATE OF OREGON

COUNTY OF Marion

June 26 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:

My Commission Expires:

05/22/93

Notary Public For Oregon

FOR COUNTY RECORDING INFORMATION ONLY

DATE: JUNE 28 1989FEE: 15.00

DEPARTMENT OF VETERANS' AFFAIRS

AFTER SIGNING/RECORDING, RETURN TO:

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

13300

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 21st day of July, 19 89,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named RICHARD T. BAIR & MILILANI BAIR

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

James J. Spencer
Notary Public for Oregon

My Commission expires 8-16-92



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day
of July A.D., 19 89 at 10:04 o'clock P.M., and duly recorded in Vol. M89
of Mortgages on Page 13300

Evelyn Biehn County Clerk

By *Pauline Mulder*

FEE \$18.00