

AGREEMENT SUBSTITUTING LIABILITY (NOVATION) UNDER MORTGAGE,
TRUST DEED OR LAND SALES CONTRACT

THIS AGREEMENT, Made and entered into this 1st day of March, 1990, by and between FREDERICK WILDER CHASE and MARLENE EULA CHASE, husband and wife, hereinafter called the seller, WILLIAM N. KING and MILDRED N. KING, husband and wife, hereinafter called the lienholder and ROBERT GREER, ROBERT ASTLE and ROBERT H. HICKMAN hereinafter called the purchaser;

WITNESSETH:

RECITALS:

The seller is obligated and liable for the payment to the lienholder of an obligation originally in the sum of \$43,000.00, dated June 14, 1983, the payment of which is secured by a mortgage, trust deed or land sales contract (the instrument just named hereinafter for convenience being called lien or recorded lien); the said lien was recorded on or about June 20, 1983, in the Records of Klamath County, Oregon, in book/reel/volume No. M-83 at page 9608 thereof, or as a document/fee/file/instrument/microfilm No. _____; and by reference hereby is made a part of this agreement; the lienholder is now the owner and holder of the said obligation and lien and the purchaser knows the terms, conditions and provisions thereof.

The seller has sold and conveyed the real property described in said recorded lien, or an equitable interest therein, and the whole thereof, to the above named purchaser, and both the seller and the purchaser have requested the lienholder to release the seller from any and all further liability under or on account of said obligation; the indebtedness evidenced thereby and/or said recorded lien.

NOW, THEREFORE, in view of the premises and for value received, the parties hereto agree as follows:

1. The principal of said obligation now unpaid is \$36,971¹⁶ and no more; interest has been paid thereon to 12/28, 1989, and no later; the only other sums secured by said recorded lien which are now unpaid are NONE.
2. The purchaser hereby assumes all of the seller's liability under said recorded lien and covenants, promises and agrees to and with the seller and lienholder herein, and each of them, to pay said unpaid balance of said obligation with the interest at the time and in the manner and in all respects as therein provided, to pay and perform each and all of the obligations provided in said recorded lien to be paid and performed by the obligor therein at the time, in the manner and in all respects as therein required, to be bound by each and all of the terms and conditions of said recorded lien, all as though said obligation and said recorded lien, and each of them, had originally been made, executed and delivered by the purchaser. Purchaser further covenants and agrees to save the seller harmless and to defend seller from any and all claims and demands whatsoever arising or which may arise under said recorded lien and the indebtedness secured thereby.
3. Seller is hereby released from further liability to lienholder pursuant to the aforementioned lien. However, nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of said recorded lien over any other liens, charges or encumbrances or, except as herein otherwise expressly provided, to release or affect the liability of any other party or parties whomsoever which may now or hereafter be liable under or on account of the obligations secured by said recorded lien.
4. In the event there has been established in connection with said recorded lien any reserve or other fund from which to pay taxes, assessments, insurance premiums and other charges the present amount thereof is \$ NONE; the seller hereby assigns and transfers to the purchaser all seller's right, title or interest in said fund as well as seller's right, title and interest in any refunds, return premiums, rebates or other credits in connection with payments at any time heretofore made.
5. In construing this instrument and whenever the context so requires, the singular includes the plural, and plural includes the singular and the masculine includes the feminine and the neuter. If the purchaser herein is more than one person, the obligations of each shall be joint and several.
6. This instrument binds and inures to the benefit of as the circumstances may require not only the immediate parties hereto but their respective heirs, administrators, executors, successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals in triplicate on this, the day and year first above written.

SELLER:

LIENHOLDER

PURCHASER:

Robert Astle

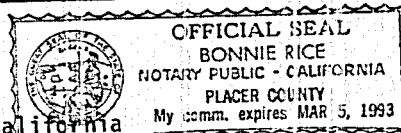
Robert Hickman

Robert Greer



STATE OF California County of Placer ss:

PERSONALLY APPEARED Robert Astle, and acknowledged the foregoing instrument to be his voluntary act and deed before me on this 19 day of March, 1990.



NOTARY PUBLIC FOR California
My Commission Expires: 3-5-93

STATE OF California County of Placer ss:

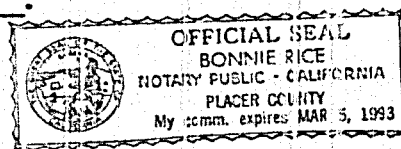
PERSONALLY APPEARED Robert Greer, and acknowledged the foregoing instrument to be his voluntary act and deed before me on this 19 day of 1990.



NOTARY PUBLIC FOR California
My Commission Expires: 3-5-93

STATE OF California County of Placer ss:

PERSONALLY APPEARED Robert Hickman, and acknowledged the foregoing instrument to be his voluntary act and deed before me on this 19 day of 1990.



NOTARY PUBLIC FOR California
My Commission Expires: 3-5-93

STATE OF California County of Placer ss:

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the secretary of _____, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed before on _____, 1990.

After Recording Return to:
MTC # 5833

NOTARY I
My Comm:

STATE OF OREGON, ss.
County of Klamath
Filed for record at request of:

Mountain Title Co.
on this 29th day of June A.D. 19 90
at 11:08 o'clock A.M. and duly recorded
in Vol. M90 of Deeds Page 12816
Evelyn Biehn County Clerk
By Debra Mullendor Deputy.

Fee, \$33.00