35984

VA LOAN NO. LHO0231039

02037318 Standard Federal Savings Bank PO Box 9481, Department 0053 Gaithersburg, Maryland 20898-9481

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TO BE RECORDED

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this <u>11th</u> day of October	, 1991 , by and among
DANETTE L ANDERS	("Seliers").
BRIAN L CURTIS DOLORES E CURTIS	("Purchasers").

WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 1917 SISKIYOU STREET KLAMATH FALLS OREGON_97601 as set forth in the security instrument ("Security Instrument") dated

October 17, 1989 (SHd) which was recorded among the Land Records of Klamath County, State of OREGON : and Recorded in Vol. M-89 at page 19738. (SR) <u>October 17, 1989</u> WHEREAS, on 1 , a note ("Note") covered by the security instrument was

executed by the "Sellers" in the original amount of \$ 38,380.00 , payable in monthly installments of principal and interest in the amount of \$_322.72 each, commencing on the first day of <u>January 1st</u> 1990 and continuing monthly thereafter until the first day of November 1st 2019 , when the

principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$_ 37,905.79 : and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of the Note and security instrument.

2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.

3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.

4. The liability of those signing this Agreement as Purchaser shall be joint and several.

5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.

6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Seller: DANETTE L ANDERS	Briden Schutze
JUNE DANETTE L'ANDERS	Perchases BRIAN L CURTIS
Seller:	Purchaser: DOLORES E CURTIS
STATE OF OREGON COUNTY OF Klamath	SS:
On this <u>11th</u> day of <u>October</u> appeared <u>BRIAN L CURTIS DOLORES E</u> and <u>DANETTE L ANDERS</u>	
known to me (or satisfactorily proven) to be the per- scknowledged that hashe/they executed the same for	rson(s) whose name(s) is/are subscribed to within the instrument and
AN WITNESS WHEREOF, I hereunto set r	ny hand and official seal
(SEAL) 05 08	Andra Andra her
	MY COMMISSION EXPIRES: 1/33/93

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

States in Addition

Filed f	or record at request of	Aspen Title Co.	the 11th	dav
of	<u>Oct.</u> A.D., 19	91 at 12:55 o'clock PM., and c	uly recorded in Vol. M91	
	of	Mortgages on Page 21	L363	
		Evelyn Biehn	County Clerk	
FEE	\$13.00	By Qauley	musindere	
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Return: ATC

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