

RETAIN 1084

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DEPARTMENT OF VETERANS' AFFAIRS

ATC # M30713

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ATC #423437

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P-47477

Loan Number

ASSUMPTION AGREEMENT

Vol. M94 Page 32283

DATE: January 26, 1987

10-17-94P03:45 RCVD

PARTIES: Mark J. Ericks and Brenda A. Ericks

husband and wife

BUYER

David H. Parks and Janice L. Parks,

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: Department of Veterans' Affairs
Attn: Tax Section
700 Summer Street, N.E.
Salem, Oregon 97310-1201

THE PARTIES STATE THAT:

1. Seller owes Lender the debt shown by:

(a) A note in the sum of \$ 90,000.00 dated October 2, 19 80, 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 M80 Page 19157 on October 3, 19 80.

(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:

The S1/2NE1/4NE1/4 of Section 17, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Save and except the following described property described on "Exhibit A" attached and made part of this document.

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 \$ 88,736.77 as of January 14, 19 87.

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.

SECTION 4. INTEREST RATE AND PAYMENTS

The interest rate is variable (indicate whether variable or fixed) and will be 8.59 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 \$ 670.00 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 407.010 to 407.210 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, 1987. Any transfer of a property between July 3, 1985, and July 1, 1987, 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, 1987.

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 Mark J. Ericks
Mark J. Ericks

SELLER David H. Parks
David H. Parks

BUYER Brenda A. Ericks
Brenda A. Ericks

SELLER Janice L. Parks
Janice L. Parks

STATE OF OREGON)
COUNTY OF Klamath) ss February 3, 19 87

Personally appeared the above named Mark J. Ericks and Brenda A. Ericks
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: [Signature]
My Commission Expires: 1-15-90
Notary Public For Oregon

STATE OF OREGON)
COUNTY OF Klamath) ss February 3, 19 87

Personally appeared the above named David H. Parks and Janice L. Parks
and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

Before me: [Signature]
My Commission Expires: 1-15-90
Notary Public For Oregon

Signed this 26th day of January, 19 87

DIRECTOR OF VETERANS' AFFAIRS - Lender

By: [Signature]
Curt R. Schnepf
Manager, Accounts Services

STATE OF OREGON)
COUNTY OF Marion) ss January 26, 19 87

Personally appeared the above named Curt R. Schnepf
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.

Filed for record at request of:

on this 4th day of Feb. A.D., 19 87
at 3:32 o'clock P.M. and duly recorded
in Vol. M87 of Mtgs. Page 1834
Evelyn Biehn, County Clerk
By [Signature] Deputy.

Fee, \$9.00

Before me: [Signature]
My Commission Expires 3/16/87
Notary Public For Oregon

AFTER SIGNING/RECORDING, RETURN TO:

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

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RETAIN

P47477

ATL - 30713

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EXHIBIT "A"

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land situate in the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 17,
T.39 S., R.8 E., W.M., being more particularly described as
follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 17,
T.39 S., R.8 E., W.M. from which point a brass cap monument mark-
ing the northeast corner of said Section 17 bears N 1° 19' 43" E
1324.75 feet distant; thence N 1° 19' 43" E 32.00 feet along the
section line to a point on the center of a 30.00 foot wide road
easement; thence along the centerline of said easement as follows
N 88° 53' 45" W 211.50 feet; thence along a 220.00 foot radius
curve to the right, the long chord of which bears N 78° 35' 35" W
78.69 feet, 79.12 feet to a point; thence N 68° 17' 25" W 77.77
feet to a point; thence along a 1500.00 foot radius curve to the
left, the long chord of which bears N 70° 28' 17" W 114.18 feet,
114.21 feet to a point; thence N 72° 39' 10" W 292.27 feet to a
point; thence along a 200.00 foot radius curve to the right, the
long chord of which bears N 67° 16' 10" W 37.53 feet, 37.58 feet
to a point; thence N 61° 53' 10" W 160.40 feet to a point; thence
along a 125.00 radius curve to the left, the long chord of which
bears N 88° 21' 40" W 111.45 feet, 115.52 feet to a point; thence
S 65° 08' 50" W 107.34 feet to a point; thence along a 250.00 foot
radius curve to the left, the long chord of which bears S 53° 43'
30" W 99.02 feet, 99.68 feet to a point; thence S 42° 18' 10" W
53.41 feet to a point; thence along a 100.00 foot radius curve to
the right, the long chord of which bears S 59° 40' 27" W 59.71
feet, 60.64 feet to a point; thence S 77° 02' 45" W 27.56 feet to
a point on the west line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17; thence
leaving the easement centerline, S 1° 23' 54" W 67.00 feet to
the southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S 87° 44' 11" E
1328.44 feet, more or less, to the point of beginning; containing
4.04 acres, more or less, and being subject to all rights-of-way
and/or easements of record or apparent on the premises.

This document is being re-recorded to correct legal

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 14th day
of April A.D., 19 87 at 11:47 o'clock A M., and duly recorded in Vol. 397
of Mortgages on Page 6266

FEE \$13.00

INDEXED
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Evelyn Biehn, County Clerk

By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 17th day
of Oct A.D., 19 94 at 3:45 o'clock P M., and duly recorded in Vol. M94
of Mortgages on Page 32283

FEE \$15.00

Evelyn Biehn, County Clerk

By [Signature]