

29879

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THIS AGREEMENT, Made and entered into this

4th day of

December

1996

by and between Thomas A. Taylor

hereinafter called the seller, David J. Noonan

hereinafter called the lienholder, and Thomas A. Taylor and Cynthia R. Cowan

hereinafter called the purchaser;

WITNESSETH:

RECITALS:

The seller is obligated and liable for the payment to the lienholder of a promissory note originally in the sum of \$26,000.00, dated August 17, 1990, the payment of which is secured by a mortgage or trust deed (the instrument just named hereinafter being called lien or recorded lien); the said lien was recorded on or about August 27, 1990, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M90 at page 17174 thereof, or as document/tee/file/instrument/microfilm No. 19401 (indicate which), and by reference hereby is made a part of this agreement; the lienholder is now the owner and holder of the said promissory note 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, 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 promissory note, 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 promissory note now unpaid is \$24,953.78 and no more; interest has been paid thereon to November 5, 1996, and no later; the only other sums secured by said recorded lien which are now unpaid are real property taxes, if any

2. The purchaser hereby assumes all of the seller's liability under said recorded lien and covenants, promises and agrees to end with the seller and lienholder herein, and each of them, to pay said unpaid balance of said promissory note 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 promissory note 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. 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 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 \$0.00; 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. If said recorded lien is one insured or guaranteed by any third person, firm or corporation (including any agency of the United States), the lienholder agrees to make or join with the purchaser in making application to such insurer or guarantor to secure the latter's consent to the release of the seller from liability on said indebtedness and recorded lien; should the insurer or guarantor be an agency of the United States, the purchaser agrees to comply with all rules and regulations of said agency pertinent to said matters; and as soon as the written consent of said insurer or guarantor to seller's release is obtained, then but not otherwise, in consideration of purchaser's assumption of said indebtedness and lien, the lienholder releases the seller from all further liability to the lienholder on said indebtedness and recorded lien and each thereof.

6. 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.

7. 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

Thomas A. Taylor

LIENHOLDER

David J. Noonan

PURCHASER

Thomas A. Taylor  
Cynthia R. Cowan

NOTE: If any party hereto is a corporation, affix its corporate seal.

96 DEC 12 P3:44

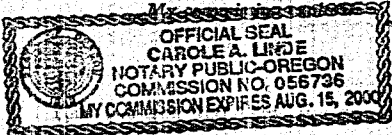
12-4-96

STATE OF OREGON, )  
County of Klamath ) ss.  
Dec. 4, 1996  
Personally appeared the above named THOMAS A TAYLOR, DAVID J. NOONAN, CYNTHIA R. COWAN  
and acknowledged the foregoing instrument to be  
their voluntary act and deed.

(OFFICIAL SEAL)

Before me:  
Carole A. Liff

Notary Public for Oregon



STATE OF OREGON, )  
County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_  
Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_  
voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: \_\_\_\_\_

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_  
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 is the corporate seal of said corporation and that said  
instrument was signed and sealed in behalf of said corporation by author-  
ity of its board of directors; and each of them acknowledged said instrument  
to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_  
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 is the corporate seal of said corporation and that said  
instrument was signed and sealed in behalf of said corporation by author-  
ity of its board of directors; and each of them acknowledged said instrument  
to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

**AGREEMENT**

Substituting Liability Under Mortgage  
or Trust Deed

(FORM No. 767)

BETWEEN

Thomas A. Taylor, Seller  
David J. Noonan, Lienholder  
Thomas A. Taylor and  
Cynthia R. Cowan, Purchaser  
AFTER RECORDING RETURN TO:  
David Noonan  
1860 Portland St.  
Klamath Falls, OR 97601

Fee: \$15.00

STATE OF OREGON, )  
County of Klamath ) ss.

I certify that the within instru-  
ment was received for record on the  
12th day of December, 1996,  
at 3:44 o'clock P.M., and recorded  
in book/reel/volume No. M96 on  
page 38736 or as document/file/  
instrument/microfilm No. 29879,  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Bernetha G. Letsch, Co. Clerk

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

By Kathleen Reed Deputy