

After recording return to:

200 AUG 28 PM 3: 22

HomeStreet Bank
Performance Lending Center
2000 Two Union Square
601 Union Street
Seattle, WA 98101-2326
Attn.: Denise Landro/Anna Persha

MTC S1904-LB Trust Deed

ASSUMPTION AGREEMENT/WITH RELEASE

THIS AGREEMENT is made August 17, 2000 between Jesus V. Reyes and Maria G. Reyes (GRANTOR), Jesus V. Reyes (GRANTEE) and HomeStreet Bank (LENDER), a corporation organized and existing under the laws of the United States, whose mailing address is 2000 Two Union Square, 601 Union Street, Seattle, Washington 98101-2326 for an assumption and release with respect to that promissory Note dated June 11, 1993, in the original amount of \$65,405.00, bearing interest at the rate of 6.50 percent per annum, secured by a Deed of Trust of the same date, made by GRANTOR to HomeStreet Bank recorded on June 23, 1993, in the office of the Klamath County recorder in the State of Oregon, under auditor's file number 63487 Volume M93 Page 14822 secured by the following described property:

LOT 5, BLOCK 4, TRACT NO. 1087, FIRST ADDITION TO BANYON PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 4614 ALPINE DRIVE, KLAMATH FALLS, OREGON 97603

and a property tax parcel number of 3909014BA06500

WHEREAS, LENDER acquired the Note and Deed of Trust described above by an assignment dated June 11, 1993 and recorded under auditor's file number 64939 Volume M93 Page 17720.

WHEREAS, GRANTOR is indebted to LENDER under the Note and Deed of Trust described above, payable in monthly installments of \$413.40 due on the first day of each month.

WHEREAS, GRANTOR desires to sell and GRANTEE desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Deed of Trust requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default under such Deed of Trust, and GRANTOR and GRANTEE wish to obtain the consent of LENDER to such a sale or transfer.

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on August 28, 2000 or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER is \$56,129.92 as of such date, subject to payment of all checks in process of collection.

2. ASSUMPTION. GRANTEE hereby assumes such indebtedness as noted in Paragraph 1 above, and shall hereafter make all monthly payments as called for in the Note and Deed of Trust. If the agreement is entered into after the date of the transfer of the property, GRANTEE agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, GRANTEE agrees to abide by all provisions of such Note and of such Deed of Trust securing such indebtedness as described above. In the event of any default by GRANTEE under the terms of such Note or such Deed of Trust, LENDER may exercise all remedies available to it under the terms of such Note or

Assumption Agreement from Reyes to Reyes

Deed of Trust, including an action at law against GRANTEE to collect any moneys due under the Note, and exercise of the remedies contained in paragraph 17 of the Deed of Trust.

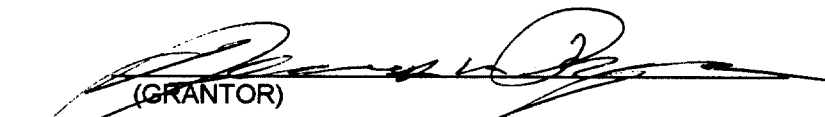
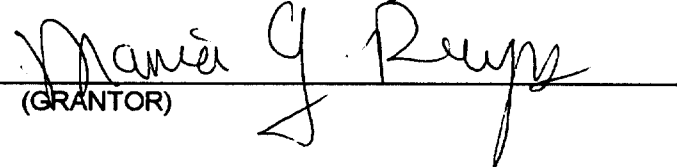
3. FUNDS FOR TAXES AND INSURANCE. GRANTOR hereby relinquishes and transfers to GRANTEE all GRANTOR'S interest in any moneys which may be held by LENDER as escrow deposits for the purposes of application of taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER. GRANTEE assumes the liability for payment of any unpaid taxes, assessments, fire or other insurance and agrees to continue making monthly deposits for such purposes as required by LENDER.

4. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to GRANTEE by GRANTOR, hereby accepts GRANTEE as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of GRANTOR to the name of GRANTEE, and LENDER shall henceforth in all respects treat GRANTEE as its Grantor. LENDER hereby releases GRANTOR from all obligations or liabilities under such Note or Deed of Trust. All other terms of this agreement to the contrary notwithstanding, the remedies contained in paragraph 17 of the Deed of Trust shall remain in full force and effect in accordance with their terms.

5. FURTHER TRANSFER OF PROPERTY. GRANTEE agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Deed of Trust, and such restriction shall continue in full force and any future transfer or sale by GRANTEE without the written consent of LENDER shall constitute a default of the terms of such Deed of Trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such Note and Deed of Trust.

6. Wherever the words "GRANTOR" or "GRANTEE" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

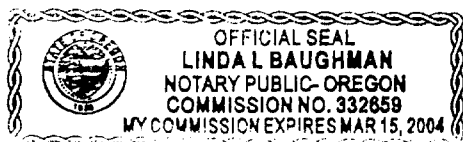
IN WITNESS THEREOF, the parties have executed this agreement.

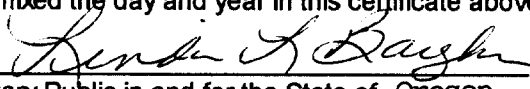

(GRANTOR)

(GRANTOR)

State of Oregon
County of Klamath

On this 25 day of August, A.D. 2000, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared ** to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned. **Jesus V. Reyes and Maria G. Reyes

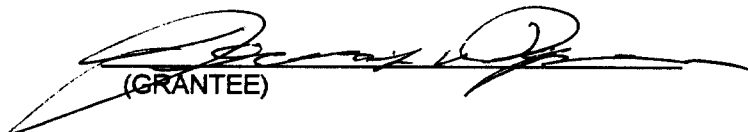
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




Notary Public in and for the State of Oregon
residing at Klamath Falls, OR
My commission expires 3-15-04

Assumption Agreement from Reyes to Reyes

IN WITNESS THEREOF, the parties have executed this agreement.

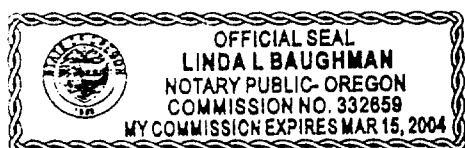

(GRANTEE)

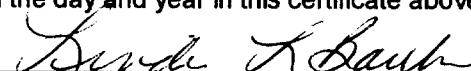
(GRANTEE)

State of Oregon
County of Klamath

On this 25 day of August, A.D. 2000, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Jesus V. Reyes to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

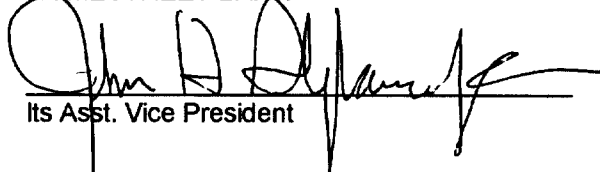



Notary Public in and for the State of Oregon

residing at Klamath Falls, OR
My commission expires 3-15-04

BENEFICIARY

HOMESTREET BANK



Its Asst. Vice President

State of Washington
County of King

On this 17th day of August, A.D. 2000, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John H. Abplanalp, to me known to be the Asst. Vice President of HomeStreet Bank, the corporation that executed the foregoing instrument and acknowledged the said purposes therein mentioned, and on oath state that they are authorized to execute the said instrument and that the seal affixed is the corporation seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




Notary Public in and for the State of
Washington
residing at Seattle
My commission expires 7/1/2002

Assumption Agreement from Reyes to Reyes