MTC S1904-LB 0374430 SUBSTITUTION AGREEMENT/Trust seed 141 MAD Dans 31515

Residential Loan Program Vol MOO Page Oregon Housing and Community Services Department State of Oregon

THIS SUBSTITUTION AGREEMENT (herein referred to as this Agreement), dated August 1, 2000
by and between the Oregon Housing and Community Services Department, State of Oregon (herein referred to
Beneficiary), Jesus V. Reyes & Maria G. Reyes (herein referred to as Granton
and <u>Jesus V. Reyes</u> (herein referred to as Purchaser)
WITNESSETH:
WHEREAS, under date of June 11, 1993 ,Grantor executed and delivered to Plaza
Mortgage, Inc. as original beneficiary, a promissory note (herein referred to as the Note) for the principal sum of \$65, 405.00, together with interest thereon and a Deed of Trust of the same date.
therewith to secure the Note and indebtedness which the Deed of Trust is on the following described real property locate
in Klamath County, Oregon: 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, OR 97603 (Property Address), and was recorded on June 23,, 19 93, in book/reel _M93, page _14822, or as fee no63487 of the Mortgage Records of said County and State; and
WHEREAS, Grantor has sold and conveyed or is about to sell and convey said property to Purchaser upon the condition that Purchaser shall assume payment of the entire Deed of Trust indebtedness; and,
WHEREAS, the Note and Deed of Trust are now owned by Beneficiary, and Grantor and Purchaser have requeste Beneficiary to release Grantor from all liability upon the indebtedness evidenced by the Note and Deed of Trust and in lie thereof to accept as liable therefore Purchaser who by this Agreement assumes the liability of the original makers an grantors thereunder;
NOW THEREFORE, in consideration of the mutual covenants herein and One Dollar (\$1.00) and other valuable consideration, receipt whereof is acknowledged by all parties, IT IS HEREBY AGREED:
 Purchaser hereby assumes the Note and Deed of Trust and agrees to pay the indebtedness evidenced and secure thereby of which the unpaid principal balance after payment of the installment due
Grantor from all liability for the indebtedness evidenced by the Note and Deed of Trust.

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- 3. Notwithstanding anything herein to the contrary, this Agreement shall not affect or impair any representation in regard to and/or warranty of title heretofore made by the original grantor, all of which shall remain in force and insure to the benefit of the Beneficiary and any insurer of the title to said property or the lien of the Deed of Trust thereon.
- 4. In the event there is any judgment lien, or lien of any kind, encumbrance, right, title, or interest against or in said property in favor of any party or parties not a party hereto as of the effective date of this Agreement, or in the event said property has not as of said date been duly conveyed by Grantor to Purchaser, the release of Grantor above stipulated shall be of no force or effect.
- 5. Grantor hereby assigns to Purchaser any and all right, title or interest of Grantor in any funds paid or which may be paid by Grantor to Beneficiary and in any refunds, returned premiums, rebates or other forms of credit made, in connection with the accumulation of trust funds for payment of the mutual mortgage insurance premiums, ground rents, taxes and assessments and hazard insurance renewal premiums as provided in the mortgage contract.
- 6. All references herein to parties in the singular shall include each and all parties designated by the reference and the covenants hereof shall apply both jointly and severally.
- 7. The release and discharge of Grantor from all liability for the indebtedness shall not be binding if such release and discharge in any manner invalidates the mutual mortgage insurance of the Federal Housing Administration, Rural Development, or private mortgage insurance company.

6. This Agreement shall be construed and take effect in	n accordance with the laws of the State of Oregon.
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Purchaser	Purchaser
STATE OF OREGON) County of Klamath) ss	
undersigned, a Notary Public in and for said County an	of August, \$\frac{\pmax}{2000}\$, before me, the ad State, personally appeared the within named <u>Jesus V</u> , known to me to be the identical individual described in and
who executed the within Instrument and acknowledged to me the same freely and voluntarily.	, known to me to be the identical individual described in and ne that executed
IN TESTIMONY WHERE OF, I have hereunto set my han	ad and affixed by official seal this day and year last above written.
OF HOLAS BALL SERVICE	Notary Public in and for said County and State
NOTARY MUBLIC- OREGON COMMISSION NO. 332659 MY COMMISSION EXPIRES MAR 15, 2004	My Commission expires: 3-15-04

Grantor Grantor	Mayler Reen 315.
STATE OF <u>Oregon</u>) County of <u>Klamath</u>) ss	
undersigned, a Notary Public in and for said Coun Reyes & Maria G. Reyes	day ofAugust/19_2000, before me, the nty and State, personally appeared the within named
OFFICIAL SEAL LINDA L BAUGHMAN NOTARY PUBLIC- OREGON COMMISSION NO. 332659 MYCCMMISSION EXPIRES MAR 15, 2004	Notary Public in and for said County and State My Commission expires: 3-15-04
BENEFICIARY: Oregon Housing and Community Services Department, State of Oregon	Authorized Signature
TATE OF OREGON)	
county of Marion	fore me, the undersigned, a Notary Public in and for said County and known to me to be the Arthorsel ogram, State of Oregon, executed the within Instrument on behalf of artment State of Oregon, therein named and acknowledged to me that
state, personally appeared Kar. Clevel	ogram, State of Oregon, executed the within Instrument on behalf of