BOOK 120 PAGE 859 151500793

## AGREEMENT TO ASSUME DEBT SECURED BY DEED OF TRUST

THIS ACREEMENT made and entered into by and between

CLIFFORD B. TAYLOR AND SHARON J. TAYLOR, HUSBAND AND WIFE
hereinafter called Sellers and VANCOUVER FEDERAL SAVINGS BANK,
a corporation, hereinafter called Lender and

ROBERT D. OSBORNE AND EVELYN K. OSBORNE, HUSBAND AND WIFE
hereinafter called Purchasers.

## WITNESSETH:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS:

LOT 4 OF THE SUNSERI-SCHULL SHORT PLAT AS RECORDED IN BOOK 2 OF SHORT PLATS ON PAGE 120, SKAMANIA COUNTY RECORDS.

WHEREAS, the Sellers are about to sell and transfer the above-described real property to the Purchasers and both the Sellers and the Purchasers request the Lender to consider the credit of the Purchasers and to waive its option to accelerate all sums secured by the Deed of Trust, provided for in paragraph 17 in the Deed of Trust because of this transfer of property, reserving all future rights and since Purchasers herein agree to assume Sellers obligation under said Deed of Trust and Adjustable Rate Note and request that Sellers be released from all obligations under said Deed of Trust and Adjustable Rate Note, now therefore,

For and in consideration of the transfer of property and assumption and the other mutual benefits of these premises to the respective parties hereto, it is mutually agreed as follows:

secured by the Deed of Trust, both referred to above, has an unpaid principal balance of SIXTY EIGHT THOUSAND TWO HUNDRED FORTY SEVEN AND 22/100

of August 9, 1990 and that said indebtedness will be brought current

2. That the Sellers are hereby released from all obligations under the Seall transfer to Purchasers all right, title and interest in and to the property for taxes and insurance held by Lender.

3. That the interest rate on the unpaid principal balance of said Adjustable Rate Note secured by said Deed of Trust is presently Nine & three-eighths cent (9.375 %) per annum and said principal balance shall accrue interest at said rate subject to adjustment in accordance with the provisions of said Adjustable Rate Note except that said interest rate shall never exceed 14.00 %; and Purchasers covenant, promise and agree to pay said Adjustable Rate Note in installments at the times and in the manner and in the respects as originally provided in said Adjustable Rate Note, except as may be adjusted by the interest

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VanFed Savings Bank
P.O. Box 90

Vancouver, Washington oeese

rate provision and to perform each and all of the obligations provided in said Deed of Trust to be performed by the original Grantors called Borrowers at the times and in the manner in all respects as therein originally provided and to be bound by each and all of the terms of the provisions of said Deed of Trust to interest rate on unpaid principal balance, except as may be modified in regard Note and Deed of Trust and each of them had originally been made, executed and delivered by the Purchasers.

Trust shall remain subject to the original lien, charges or encumbrance of said Deed of Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of said Deed of Trust or the priority thereof over other lien charges or encumbrances or except as herein otherwise expressly provided to release or affect the liability of any of said Adjustable Rate Note and Deed of Trust.

IN WITNESS WEREOF, the parties hereto have recuted the foregoing day of 510t, 19

Sharon J, TAYLON

You

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Source
AUDITOR

GARY H. OLSON

ROBERT D. OSBORNE Purchaser

EVELYNOK. OSBORNE

Purchaser

VANCOUVER FEDERAL SAVINGS BANK,

Title: Mary D. Morey, Asst. Vice Pre

Title: Delores & Denny, Asst, Vice Pres

BOOK /20 PAGE 861 STATE OF WASHINGTON 1001011 County of Clark On this day personally appeared before me CHERORD B. THURR and SHARN I THINKE to me known to be the individuals described in and who executed the within the foregoing instrument, and acknowledged that the the uses and purposes therein mentioned. day of Selection in hand and official seal this Notary Public in and for the State of Maphington. Residing therein. STATE OF WASHINGTON ZKHHANIA County of Clark On this day personally appeared before me Robert D. Osborne and Evelyn K. Osborne to me known to be the individuals, described in and who executed the within and foregoing instrument, and acknowledged that the signed the same as the signed to the uses and purposes therein mentioned. day of MCIVEN under my hand and official seal this No ary Public In ho Man STATE OF WASHINGTON County of Clark October, 1990. On this personally appeared Mary D. Morey and Delores J. Denny to me known to be the Assistant Vice-President and Assistant-Vice President, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation, IN HITNESS MHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above Public in and State of Washington. Residing <u>Vancouver</u> therein. My Commission Expires May 1, 1994