

of Trust above mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponents, that at the time it was given there was no other person or persons, firms or corporations interested, either directly or indirectly in said premises; that the deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any note, bond, mortgage, or other deed of trust whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by the Beneficiary or the agent or attorney or any other representative of said Beneficiary, and that it was the intention of the deponents as grantors in said deed to convey and by said deed the deponents did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by the deponents was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interests as to extinguish the Deed of Trust lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, such consent to be evidenced by the acceptance and approval of title by the Federal Housing Commissioner, who has insured the Deed of Trust on said premises. The receipt or acceptance of said deed as aforesaid, shall in no way restrict the right of the Beneficiary, or the right of its successors in interest, to foreclose the Deed of Trust debt if foreclosure is deemed desirable.

That they own no other property which is subject to a mortgage or deed of trust held or insured by the Federal Housing Commissioner, except the following:

NONE

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This affidavit is made for the protection and benefit of the aforesaid Beneficiary, SECURITIES-INTERMOUNTAIN, INC., its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Larry L. Eakin
Larry L. Eakin

Dyanne L. Eakin
Dyanne L. Eakin

Subscribed and sworn to before me this 23rd day of October, 1971

Linda P. Armstrong
Notary Public for
My Commission expires: 3-3-71

Linda P. Armstrong
LINDA P. ARMSTRONG
NOTARY PUBLIC - OREGON
My Commission Expires 3-3-75

STATE OF OREGON,
County of Klamath
Filed for record at request of
KLAMATH COUNTY TITLE CO.
on this 13th day of December A.D. 19 71
at 1:21 o'clock P. M. and duly
recorded in 4-71 of DEEDS
at 13 030
witness J. MILNE, County Clerk
By L. Clark Deputy
Fee 4.50

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