

H-2186.7

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AGREEMENT FOR DEED AND
ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF)
County of) ss

HARRY N. NICHOLS, JR. and MELODY A. NICHOLS

, husband and wife, being first duly sworn, depose and say:

That they are the identical parties who made, executed and delivered that certain deed to the Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns in office, dated the _____ day of _____, 1972, conveying the following described property, to-wit:

Lot 4, Block 3, Tract 1007, WINCHESTER, according to the official plat thereof, on file in the office of the County Clerk, Klamath County, Oregon.

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises will be surrendered as of the _____ 7th day of March, 1972, that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain Deed of Trust (in default) heretofore existing on the property therein and hereinbefore described executed by HARRY N. NICHOLS, JR. & MELODY A. NICHOLS, h&w,

~~xxx~~ _____, as Grantors, to _____
Klamath County Title Co. as Trustee for SECURITIES-INTERMOUNTAIN, INC., as Beneficiary, dated the 3rd day of November, 1970, and recorded in Mortgage Book M70, page 10062, of the records of Klamath County, State of Oregon, and the cancellation of record by _____
SECURITIES-INTERMOUNTAIN, INC. of said Deed of Trust.

That the aforesaid deed and conveyance was made by the deponents as the result of their request that grantee accept such deed and was their free and voluntary act and by said deed hereby consent to the Trustee's conveyance of the Deed of Trust to the Beneficiary, that at the time of making said deed the deponents felt and still feel that the indebtedness secured by said Deed

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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.

Dated this 19 day of March, 1972.

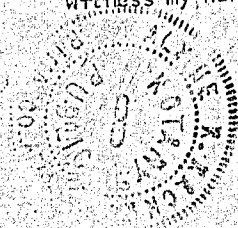
Harry N. Nichols, Jr.
Harry N. Nichols, Jr.

Melody A. Nichols
Melody A. Nichols

STATE OF ARIZONA) ss.
County of PIMA)

On this 29th day of March, 1972, before me personally
appeared MELODY A. NICHOLS known to me to be the person who executed the within
and foregoing instrument and acknowledged that she signed the same as her free
and voluntary act and deed.

Witness my hand and official seal.



Alvin H. Kacase
Notary Public in and for said County & State
My commission expires: 28 July 1975

On this 19 day of MARCH, 1972, before me personally
appeared HARRY N. NICHOLS, JR., known to me to be the person who executed the within
and foregoing instrument and acknowledged that he signed the same as his free and
voluntary act and deed.

Witness my hand and official seal.

Robert J. Chadwick Capt USAF
Notary Public in and for

My commission expires: FEB 1987
Pleiku AB, Republic of Vietnam

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of KLAMATH COUNTY TITLE
this 2nd day of June A.D. 19 72 at 3:30 o'clock P. M., and duly recorded in
Vol. M-72, of DEEDS on Page 5884

Fee \$6.00

WM. D. MILNE, County Clerk
By Lucian Quintana