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THIS INDENTURE between DAVID L. HOSTETTER AND JULLE-ANNE HOSTETTER THIS INDENTURE between DAVID L. HOSTETTER AND JULLE-ANNE HOSTETTER (It hashed and wite, a reliant to the HOSTETTER It hashed and wite a reliant to the host party, and MARTIN DEVELOPMENT CORPORATION, A Calif COrp. Merenalter called the scood party; will TINESSETH: Whereas, the title to the real property hereinalter described is vested in the simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinalter named, in book MT8. at page. 1757 Mereof or as file/real number. (state which), reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$ .7, 760.00, the same being now in default and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of convey- ance of said property in satisfaction of the indebtedness secured by said mortgage at make and the notes and indebtedness secured by said mortgage or trust deed and the surrender thoreof marked "Paid in Full" to the and indebtedness secured by said mortgage or trust deed and the surrender thoreof marked "Paid in Full" to the Oregon party, the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and asigns, all of the following described real property, situate in
hereinalter called the first party, and MARTIN_DEVELOPMENT_CORPORATION, A_Calif_COFP. hereinalter called the second party; WITNESSETH: Whereas, the tile to the real property hereinalter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinalter named, in book MT8_ at page_1757Hereof or as file/real number. for the book of the county hereinalter named, in book MT8_ at page_1757Hereof or as file/real number. for the second party, on which notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$ 7,750.00. the same being now in default and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of convey- ance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request: NOW, THERFFORE, for the consideration hereinalter stated (which includes the cancellation of the notes and indebtedness secured by said mortgage or trust deed and the surrender thread marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assign, all of the following described real property situate in Klamath. Oregon for wit: Tract 1093 Lott 3 in Block' 8; of Pinecrest/according to the official plat thereof on file in the office of the County 'Clerk' of Klamath County, Oregon. MINERFORE MINERFORE, and the plate the plate the plate the second party is a s
Whereas, the title to the real property hereinalter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinalter named, in book MT8. at page 1.757Mereof or as file/real number
to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinafter named, in book MT8_at page_1757Mereod or as file/reel number
M78. at page 1757 thereof or as file/reel number
records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$7,760.00, the same being now in detault and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of convey- ance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request; 
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County of
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P.O. Box 141 Witness my hand and seal of Bly, OR 97622 County affixed.
NAME, ADDRESS, ZIP
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TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrances except said mortgage or trust deed and further except

that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said premises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$..... <sup>®</sup>However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). On the same the state of the second of the

In construing this instrument, it is understood and agreed that the first party as well as the second party the whole may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated February 20, 1980

Deputy

(If executed by a corporation, offix corporate seal)	
STATE OF OREGON, )	STATE OF OREGON, County of
County of Klamath February 0, 19 80	Personally appearedand
Device Hostetter and Julie	each for himsell and not one for the other, did say that the former is the
ment to be their workedged the foregoing instru-	secretary of, a corporation,
Before moj	and that the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be- half of said corporation by authority of its board of directors; and each of them, acknowledged said instrument to be its voluntary act and deed.
(OFFICIAL SUSSIE SEAL)	Belore me: A contract of the c
My commission expire: 8-5-83	Notary Public for Oregon SEAL) My commission expires:

NOTE-The sentence between the symbols (), If not applicable, should be deleted. See ORS 93,030,

## STATE OF OREGON: COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 25hh day of o'clock P M., and duly recorded in Vol M80 February Deeds on Page\_\_\_\_ 3653 of WM. D. MILNE, County/Clerk By Derne Ma Adels of

FEE\_\$7.00