

THIS INDENTURE BETWEEN HARIL W. NEWTON, hereinafter called Grantor, and HAROLD O. HODGES, hereinafter called Grantee:

R E C I T A L S:

A. On April 1, 1976 Grantee sold to LEO E. MURRER and ALICE G. Murrer, under a Mortgage recorded in Volume M-76, page 5177 of the official records of Klamath County, Oregon, which mortgage was assumed by Grantor in that instrument dated June 6, 1977, recorded in Volume M-77 page 11290 of records of Klamath County, Oregon, the following described real property, which Mortgage is in default and subject to immediate foreclosure.

B. That foreclosure has been commenced in the Circuit Court of the State of Oregon for the County of Klamath, entitled "Answer-Affirmative Defense and Cross-Complaint", Case No. 79-351 Equity, and a Decree of Foreclosure was entered on the 28th day of February, 1980.

C. Grantor has requested Grantee to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and judgment and Grantee has acceded to said request.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said Mortgage, and the judgment entered therein, and the dismissal of the above-entitled law suit, and relinquishment of any claims whatsoever, Grantor does hereby grant, bargain, sell and convey to Grantee, the following described real property:

The Southeast quarter of Section 36, Township 40 South, Range 13 E.W.M., also the portions of Lots 2 and 3 of Section 1, Township 41 South, Range 13 E.W.M., which lie Westerly of the main Langell Valley Irrigation District Canal; also Lot 4 of Section 1, and Lot 1 of Section 2, Township 41 South, Range 13 E.W.M. SAVING AND EXCEPTING THEREFROM that portion thereof conveyed to Klamath County by deed, recorded October 3, 1952, Volume 257, page 131 and recorded November 18, 1957, Volume 295, page 514 and Volume 295, page 519, records of Klamath County, Oregon

The Grantor covenants that by this conveyance he is conveying all his right, title and interest to said premises, including but not limited to any redemption rights and that he is not acting under any misrepresentations, duress or undue influence by Grantee.

The true and actual consideration for this transfer is cancellation of the debt in the above-described mortgage.

IN WITNESS WHEREOF, the Grantor above-named has executed this instrument this 4th day of MARCH, 1980.

STATE OF NEVADA

County of CLARK

ss. MARCH 4, 1980.

Personally appeared the above-named HARIL W. NEWTON, and acknowledged the foregoing instrument to be his voluntary act. Before me:

WILLIAM P. BRANDENBERG

A PROFESSIONAL CORPORATION

ATTORNEY AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97603



CAROL L. GOFF

Notary Public - State of Nevada
Clark County

Notary Public for Nevada
My Commission expires: 1-12-85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of April A.D., 19 80 at 3:56 o'clock P M., and duly recorded in Vol. 1180 of Deeds on Page 6067.

FEE \$3.50

WM. D. MILNE, County Clerk

By Deborah A. Lebeck Deputy