

DEED

MOHAMMAD SOLEIMANI and PRISCILLA A. SOLEIMANI, husband and wife, Grantors herein, do hereby grant, bargain, sell and convey unto HOUSING DIVISION, DEPARTMENT OF COMMERCE, STATE OF OREGON, its successors and assigns, Grantee herein, all of their right, title and interest in and to the real property situated in Klamath County, Oregon, more particularly described as follows (hereinafter "Real Property"):

Lot 8, Block 56, LAKEVIEW ADDITION, to the City of Klamath Falls, according to the official plat thereof on file in office of the County Clerk of Klamath County, Oregon

together with all and singular the tenements, hereditaments and appertenances thereunto belonging or in any wise appertaining, for and in consideration of the Grantee not commencing foreclosure proceedings with respect to that certain Deed of Trust dated December 22, 1980, having Mohammad Soleimani and Priscilla A. Soleimani, as grantor, Pioneer National Title Insurance Company as trustee, and Peoples Mortgage Company, a Washington corporation, as beneficiary, recorded December 30, 1980, in Volume M80, Page No. 25120, Microfilm Records of Klamath County, Oregon. The beneficial interest under said Deed of Trust was assigned of record to Housing Division, Department of Commerce, State of Oregon, by assignment dated December 22, 1980, and recorded December 30, 1980, in Volume M80, Page 25124, in the Microfilm Records of Klamath County, Oregon.

TO HAVE AND TO HOLD the above described and granted Real Property unto the Grantee, its successors and assigns, absolutely and forever.

This Deed is executed and delivered as an absolute conveyance of title to the Real Property by Grantors to the Grantee in fact as well as in form and is not intended as a mortgage, conveyance in trust, pledge or security instrument of any kind or nature; however, the Grantors intend and the Grantee by its acceptance hereof intends that the Deed of Trust above mentioned is not cancelled or extinguished nor merged in fee as against any and all encumbrances, liens or claims which would be subordinate and junior to the interest of the Grantee in the Real Property under the terms of the Deed of Trust.

This Deed is made, executed and delivered by the Grantors to the Grantee at the Grantors' request and as their free and voluntary act and deed. The Grantors acknowledge that they, the Grantors, are in default under the terms of the Deed of Trust and Promissory Note secured thereby, and that the unpaid

balance of the Deed of Trust represents the fair market value of the Real Property hereby conveyed, excluding past due payments and interest.

Grantors do hereby waive, surrender, convey and relinquish any and all rights of redemption concerning the Real Property. It is the intent of Grantors that Grantee retain all payments previously made on the Note, and that this Deed not be construed as a mutual rescission of the Note and Trust Deed.

This conveyance is not made as a preference to the Grantee as against any other creditor, and no other person, firm or corporation other than the Grantee has any right, title or interest in and to the Real Property directly or indirectly.

By acceptance of this Deed, Grantee covenants and agrees that it shall forebear taking any action whatsoever to collect against Grantors on the Trust Deed described above, other than by foreclosure of the Trust Deed, and that in any proceeding to foreclose the Trust Deed, it shall not seek, obtain or enforce a deficiency judgment against Grantors, their heirs or assigns, such rights and remedies being hereby waived.

The true consideration for this conveyance is none: Deed in lieu of foreclosure.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 9 day of November, 1983.

M. Soleimani
Mohammad Soleimani

Priscilla A. Soleimani
Priscilla A. Soleimani

STATE OF Pennsylvania)
County of Snyder) ss.

Nov. 9, 1983.

Personally appeared Mohammad Soleimani who, being duly sworn, did say that he is one of the Grantors in the foregoing Deed and he acknowledged said Deed to be his voluntary act and deed.

Before me:

Clark H. Ribogast
Notary Public for Snyder County
My Commission Expires: _____
Clark H. Ribogast
Notary Public, Selinsgrove, Snyder Co., PA
My Commission Expires Jan. 6, 1986

20947

STATE OF Kennedy)
County of Snyder) ss.

Nov. 9, 1983.

Personally appeared Priscilla A. Soleimani who, being duly sworn, did say that she is one of the Grantors in the foregoing Deed and she acknowledged said Deed to be his voluntary act and deed.

Before me:

Clark H. Arbogast
Notary Public for Snyder County
My Commission Expires: Jan. 6, 1986

Clark H. Arbogast
Notary Public, Selinsgrove, Snyder Co., PA
My Commission Expires Jan. 6, 1986

Return:
Husk Gleaves Swearingen Larsen and Potter
P.O. Box 1147
Eugene, Oregon 97440
attn: William S. Wiley

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 8th day of December A.D. 19 83
at 8:49 o'clock A M, and duly
recorded in Vol. M83 of Deeds
Page 20945

EVELYN BIEHN, County Clerk
By Don Smith Deputy
Fee 12.00