

AFFIDAVIT

STATE OF Pennsylvania)
County of Snyder) ss.

We, MOHAMMAD SOLEIMANI and PRISCILLA A. SOLEIMANI, husband and wife, being first duly sworn, depose and say:

We are the identical party who made, executed and delivered that certain Deed to HOUSING DIVISION, DEPARTMENT OF COMMERCE, STATE OF OREGON, and its successors and assigns, Grantee, dated the 9 day of November, 1983, conveying the real property situated in Klamath County, Oregon, described as:

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

(the "Real Property").

The Deed was an absolute conveyance of all of our right, title, and interest in the Real Property to the Grantee, in effect as well as in form, and was not and is not now intended as a mortgage, conveyance in trust, pledge or security instrument of any kind. Possession of the Real Property has been surrendered to Grantee.

Consideration for the Deed is as follows: We executed and agreed to pay to Peoples Mortgage Company, a Washington corporation, a certain Promissory Note in the amount of \$28,000.00, secured by a Deed of Trust against the Real Property. Payments due under the terms of the Promissory Note and Deed of Trust have been and are now in default. In order to forego the necessity of a foreclosure, we executed the aforementioned Deed to the Grantee.

The Deed was made by us as the result of our request that the Grantee accept the Deed, and was our free and voluntary act and deed. At the time of making the Deed, we felt, and still feel, that the remaining balance due under the Note and Deed of Trust represented a fair market value of the Real Property. The Deed was not given as a preference against any other creditors. At the time it was given, there was no other person or persons, firms or corporations other than the Grantee interested directly or indirectly in the Real Property.

In offering to execute the Deed to the Grantee, and in executing the same, we are not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the Grantee or any agent or attorney of

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the Grantee. It was our intention as Grantors to convey and by the Deed we did convey to the Grantee all of our right, title and interest absolutely in and to the Real Property.

This Affidavit is made for the protection and benefit of the Grantee, its successors and assigns, and any and all other persons hereafter dealing with or who may acquire an interest in the Real Property, and shall bind the respective heirs, administrators, and assigns of the undersigned.

M. Soleimani
Mohammad Soleimani

Subscribed and sworn to before me this 9 day of November, 1983.

Clark H. Arbogast
Notary Public for Portland
My Commission Expires: _____

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

Priscilla A. Soleimani
Priscilla A. Soleimani

Subscribed and sworn to before me this 9 day of November, 1983.

Clark H. Arbogast
Notary Public for Portland
My Commission Expires: _____

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 Dec. A.D. 19 83
at 8:49 o'clock A M, and duly
recorded in Vol. M83 of Deeds
age 20948

EVELYN BIEHN, County Clerk

By David Smith Deputy

Fee 8.00