



00053619200800131860020023

09/23/2008 08:21:01 AM

Fee: \$26.00

Recording Requested by:

Albert L. Haennelt

When recorded mail to:

Diane F. Hunter
PO Box 10653
Prescott, AZ 86304

DEED IN LIEU OF FORECLOSURE

~~DEED OF TRUST~~

Contract for Sale

For the good and valuable consideration hereinafter set forth, receipt of which is hereby acknowledged, I or we, Albert L. Haennelt hereinafter called Grantor

(Trustor) do hereby grant and convey to Diane F. Hunter, Trustee of the Diane F. Hunter Trust, dated 11-29-00 hereinafter called Grantee (Beneficiary), the following real property situated

in ~~Mohave County, Arizona~~ Klamath County, Oregon:

Lot 4, Block 28, Klamath Forest Estates First Addition, according to the official plat thereof, on file in the office of the County Clerk, Klamath County, Oregon.

EXEMPT BY REASON of A.R.S. §42-1614 (B) (1)

The title to said property is hereby warranted by Grantor (Trustor) against all persons whomsoever subject to the matters above set forth. It is further warranted and covenanted by Grantor (Trustor) in executing this deed, and agreed by Grantee (Beneficiary) in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:

(a) Full reconveyance of record of that certain Contract for Sale ~~Deed of Trust~~ executed by Albert L. Haennelt as Trustor, to Country Properties of Oregon, Inc. Beneficiary, which ~~Deed of Trust~~ Contract for Sale was dated the 23rd day of May, 1996 and recorded in the office of the County Recorder of the aforementioned County and State in Docket M96, at Page 16809, or in Instrument No. 19454 and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said Deed of Trust;

(b) The full and absolute release of Grantor (Trustor) from all liability on any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other deed of trust or encumbrance on the same property which may have been assumed or created by Grantor (Trustor) as an obligation at the time of or subsequent to Grantor's (Trustor's) acquisition of the title to said property and which last mentioned other deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee (Beneficiary) has assumed and agreed to pay by specific provisions herein before set forth in this deed; and

(c) In addition to (a) and (b) above, the cash payment by Grantee (Beneficiary) to Grantor (Trustor) of the sum of \$500 dollars.

2. That the total consideration, set forth in (1) above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for the Grantor's (Trustor's) interest in said property.

3. This deed, given for the express consideration set forth in (1) above, is executed voluntarily and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor (Trustor) and Grantee (Beneficiary) herein, or any other person whomsoever relative to a reconveyance of the above described

property to said Grantor (Trustor), or to a sale or conveyance to anyone else for the benefit of Grantor (Trustor), or to any division of any proceeds realized from said property by sale or otherwise.

- 5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee (Beneficiary) and Grantor (Trustor) intends by this deed to vest the absolute and unconditional title to said property in Grantee (Beneficiary), and forever to estop and bar Grantor (Trustor) and Grantor's (Trustor's) heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property of any part thereof.

DATED: July 28, 2008

GRANTOR (TRUSTOR)

GRANTEE (BENEFICIARY)

Albert L. Haennelt
Albert L. Haennelt

Diane F. Hunter, Trustee
Diane F. Hunter, Trustee

STATE OF Oregon)
~~ARIZONA~~)
County of Klamath) ss.

This instrument was acknowledged and executed before me this 28th day of August, 1999, by Albert L. Haennelt

My Commission Expires: 10/16/2010

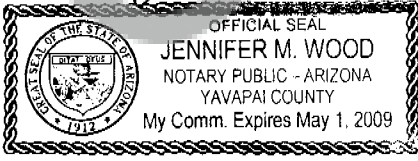


Sarah Kness
Notary Public

STATE OF ARIZONA)
County of Yavapai) ss.

This instrument was acknowledged and executed before me this 18th day of August, 1999, by Diane F. Hunter

My Commission Expires:



Jennifer M. Wood
Notary Public