

THIS AFFIDAVIT, Made this 25th day of February, 19 83, by Richard L. Oakland, hereinafter referred to as Grantors, who, on the 2nd day of June, 1982, did execute and deliver a certain promissory note in the principal sum of \$150,000.00 and secured by a Deed of Trust dated June 2, 1982 and duly recorded in the Recorder's Office of Douglas County, Nevada, on June 8, 1982 covering the real estate located at Douglas County, Nevada, and more particularly described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 116, AS SHOWN ON THE OFFICIAL MAP OF ZEPHYR KNOLLS SUBDIVISION, UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON OCTOBER 14, 1957, AS DOCUMENT NO. 12699.

The Grantor has breached his contract as specified in the Deed of Trust referred to herein and is unable to meet the obligations of said Note and Deed of Trust according to the terms thereof.

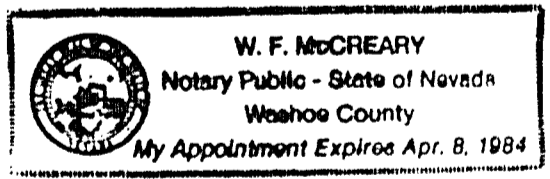
That the said Grantor is the party who made, executed, and delivered that certain deed to Shearson/American Express Mortgage Corporation, dated the 25th day of February, 19 83, conveying the above described property. The said Grantor hereby acknowledges, agrees, and certifies that the aforesaid deed was an absolute conveyance of the Grantor's rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee and the delivery to the affiant of the note secured by said Deed of Trust duly cancelled, receipt of which cancelled note is hereby acknowledged.

Said Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said Deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's rights, title, and interest of every character in and to said property.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executives, administrators, and assigns of the undersigned.

*[Signature]*  
RICHARD L. OAKLAND

STATE OF NEVADA  
COUNTY OF DOUGLAS



On February 25, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Oakland known to me to be the person who executed the within Instrument, and acknowledged to me that he executed same.

Signature *[Signature]*

SEAL

REQUESTED BY  
DOUGLAS COUNTY TITLE  
1100 FEDERAL RECORDS BLDG  
DOUGLAS COUNTY, NEVADA  
1983 MAR -9 PM 1:16  
SUSANNE B. ANDREAU  
RECORDER  
*[Signature]* 077056  
LIBER 333 PAGE 1027