

KNOW ALL MEN BY THESE PRESENTS, That whereas the title to the real property hereinafter described is vested in fee simple in JOHN C. DAHN and MIRIAM C. DAHN,

hereinafter called the first party, subject to the lien of a mortgage or trust deed recorded in the Mortgage Records of the county hereinafter named in book 230, Mortgage page 209, thereof, reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by LEONARD H. SANDWICK and EVA DENISE SANDWICK

hereinafter called the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$129,800.41, the same being now in default and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request;

NOW, THEREFORE, in consideration of One Dollar (\$1) to the first party paid by the second party, and the cancellation of the note and indebtedness secured by said mortgage or trust deed, receipt of all said considerations hereby being acknowledged by the first party, the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Beginning at the most Southerly corner of Lot 4 in Block 48 of NICHOLS ADDITION, to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon, and running thence Northeasterly along the Northwesterly line of Main Street, a distance of 83.75 feet, more or less, to the Easterly line of the Evans Building; thence Northwesterly along the Easterly side of the wall of Evans Building, a distance of 120 feet, more or less, to the Northwesterly line of Lot 3 in said Block 48, thence Southwesterly along the line between Lots 3 and 6 and Lots 4 and 5 in said Block 48, a distance of 83.75 feet, more or less, to the Northerly line of 10th street; thence Southeasterly along the Northerly line of 10th Street, a said distance of 120.00 feet, more or less, to the point of beginning, being all of Lot 4 and a portion of Lot 3 of said Nichols Addition, along with the Northeasterly vacated 0.33 feet of 10th Street adjacent to said Lot 4, which portion was vacated by Ordinance No. 5437, dated July 22, 1964, recorded April 15, 1965, in Volume 360, page 598 of Deeds, records of Klamath County, Oregon. SAVING AND EXCEPTING therefrom, portion conveyed by Joy M. Rolph et al to the City of Klamath Falls, Oregon, by deed recorded in Deed Volume 305, page 346, records of Klamath County, Oregon, being the Northwesterly 2 feet of the above described property, together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD all of the same unto the said second party, his heirs, successors and assigns forever.

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrances except said mortgage or trust deed and further except Party Wall agreement and existing leases, tenements, rights of way of record and those apparent upon the land.

that the first party will and his heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons, whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said premises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party above named has hereunto set hand and seal this day of Dec. 27, 1967.

X John C. Dahn (SEAL)

X Miriam C. Dahn (SEAL)

(SEAL)

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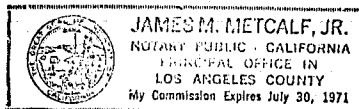
(SEAL)



CALIFORNIA  
STATE OF ~~OREGON~~ } ss.  
County of LOS ANGELES

BE IT REMEMBERED, That on this 27TH day of DECEMBER, 19 67,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named ~~JOHN C. DAHN~~ MIRIAM C. DAHN who ~~AKA~~ IS  
known to me to be the identical individual ~~he~~ described in and who executed the within instrument and  
acknowledged to me that ~~they~~ SHE executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



*James M. Metcalf, Jr.*  
Notary Public for ~~California~~  
My Commission expires \_\_\_\_\_

TO 447 C  
(Individual)

STATE OF CALIFORNIA } ss.  
COUNTY OF Los Angeles

On December 26, 1967 before me, the undersigned, a Notary Public in and for said  
State, personally appeared John C. DAHN

\_\_\_\_\_ known to me  
to be the person whose name IS subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.

Signature *R. M. McKinney*  
R. M. McKINNEY  
My Commission Expires April 10, 1971  
Name (Typed or Printed)



R. M. McKINNEY  
NOTARY PUBLIC  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

(This area for official notarial seal)

ESTOPPEL  
DEED  
(In Lieu of Foreclosure)  
(FORM No. 240)

TO

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instru-  
ment was received for record on the  
10th day of January,  
19 68, at 3:15 o'clock P. M.,  
and recorded in book Mc88 on  
page 215 Record of Deeds  
of said County.

Witness my hand and seal of  
County affixed.

DOROTHY ROGERS  
County Clerk-Recorder.  
By *Dorothy Rogers*  
Fee 3.00  
Deputy.

STEVENESS LAW PUB. CO., PORTLAND, ORE.

Return To

J. ANTHONY GIACOMINI  
ATTORNEY AT LAW  
125 NORTH 8TH STREET  
KLAMATH FALLS, OREGON 97601