

1 THIS INDENTURE between R. Larry Monroe, hereinafter called the first
2 party, and Albert C. Vonck and Vera M. Vonck, husband and wife, hereinafter
3 called the second party;

WITNESSETH:

4
5 Whereas, the title to the real property hereinafter described is
6 vested in fee simple in the first party, subject to the lien of mortgage
7 recorded in Mortgage Records of Klamath County in Volume M-73 at page 3649 and
8 the notes and indebtedness secured by said mortgage are now owned by the second
9 party on which notes and indebtedness there is now owing and unpaid the sum of
10 \$6,104.16 plus interest, the same being in default and the second party having
11 filed suit in the Circuit Court of the State of Oregon for the County of Klamath
12 for foreclosure of said mortgage, case number 74-13 E; and

13 Whereas, the first party being unable to pay the unpaid balance has
14 requested the second party to accept an absolute deed of conveyance of said
15 property in satisfaction of the indebtedness secured by said mortgage which
16 include attorneys fees and costs in the above mentioned equity suit, and the
17 second party is willing to accede to said request and will dismiss the above
18 equity suit;

19 NOW THEREFORE, for the consideration hereinafter stated (which in-
20 cludes the cancellation of the notes and indebtedness secured by said mortgage
21 or trust deed and the surrender thereof marked "Paid in Full" to the first
22 party), the first party does hereby grant, bargain, sell and convey unto the
23 second party, his heirs, successors and assigns, all of the following described
24 real property situate in Klamath County, State of Oregon, to-wit:

25 E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 35 South,
26 Range 11, East of the Willamette Meridian;

27 together with all of the tenements, hereditaments and appurtenances thereunto
28 belonging or in anywise appertaining;

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

31 And the first party, for himself and his heirs and legal representatives
32 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

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1 and clear of incumbrances except said mortgage or trust deed and further
2 reserving unto grantors a non-exclusive 20-foot easement on the East side for
3 private road purposes, for ingress and egress and subject to easements and rights
4 of way of record and those apparent on the land, if any; that the first party
5 will warrant and forever defend the above granted premises, and every part and
6 parcel thereof against the lawful claims and demands of all persons whomsoever,
7 other than the liens above expressly excepted; that this deed is intended as a
8 conveyance, absolute in legal effect as well as in form, of the title to said
9 premises to the second party and all redemption rights which the first party
10 may have therein, and not as a mortgage, trust deed or security of any kind;
11 that possession of said premises hereby is surrendered and delivered to said
12 second party; that in executing this deed the first party is not acting under
13 any misapprehension as to the effect thereof or under any duress, undue influence
14 or misrepresentation by the second party, or second party's representatives,
15 agents or attorneys; that this deed is not given as a preference over other
16 creditors of the first party and that at this time there is no person, co-
17 partnership or corporation, other than the second party, interested in said
18 premises directly or indirectly, in any manner whatsoever, except as aforesaid.

19 The true and actual consideration paid for this transfer, stated in
20 terms of dollars, is \$6,708.81.

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

28 IN WITNESS WHEREOF, the first party above named has executed this
29 instrument.

30 Dated March 20, 1974.

R. L. M. M. M.

GANDONG, BISEMORE
ATTORNEYS AT LAW
438 MAIN STREET
KLAMATH FALLS, ORE.
97601

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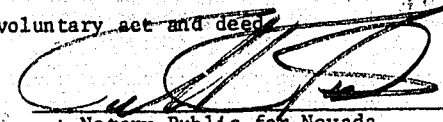
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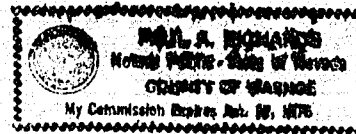
1
2 STATE OF NEVADA)
3) ss.
4 County of Washoe)

March 29, 1974

5 Personally appeared the above named R. Larry Monroe and acknowledged
6 the foregoing instrument to be his voluntary act and deed

7 Before me:

8 
9 Notary Public for Nevada
10 My commission expires: _____



Until a change is requested send all tax statements to the following
address: Al Vonck, Box 113, Madline, California 96119

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GANONG & SEEMORE
t his 11th day of APRIL, 1974 at 9:42 o'clock A.M., c. #
duly recorded in Vol. M-74, of Deeds on Page 4433

FEE \$ 6.00

Wm D. MILNE, County Clerk

By Hazel Drayton

Ret
↓
6
GANONG, BISEMORE
ATTORNEYS AT LAW
505 MAIN STREET
KLAMATH FALLS, ORE.
97601

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