

ESTOPPEL DEED

THIS INDENTURE, between GALENA MAE DUCKWORTH, hereinafter called First Party, and ROBERT L. ZBINDEN and JAMES S. ZBINDEN, hereinafter called Second Parties,

## W I T N E S S E T H:

WHEREAS, by Contract of Sale dated August 21, 1967, recorded November 24, 1970, in Vol. M70, page 10503, Deed Records of Klamath County, Oregon, John Zbinden agreed to sell and Jack Duckworth and Galena Mae Duckworth, husband and wife, agreed to buy real property in Klamath County, Oregon, described as:

SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec. 1, Twp. 29 S. R. 7 E.W.M. and Lot 7 of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 6, Twp. 29 S. R. 8 E.W.M., and

A tract of land located in Section 7, Township 29 South of Range 8 East of the Willamette Meridian described as follows:

Beginning at the intersection of the North boundary line of the Klamath Indian Reservation and the Easterly line of the Dalles-California Highway; thence Southeast-erly along the Easterly line of said Highway 50 feet; thence Northeasterly parallel with the North line of said Klamath Indian Reservation 200 feet; thence North-westerly parallel with the Easterly line of said Highway 50 feet to the North line of the Klamath Indian Reserva-tion; thence Southwesterly along the said North line 200 feet to the true point of beginning;

which said property was incorrectly described in said Contract, the description of the property to be sold under said contract being as follows:

SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 1, Township 29 South, Range 7 E.W.M., and Lot 7 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section 6, Township 29 South, Range 8 E.W.M. SAVING AND EXCEPTING from said property that portion thereof described as follows: Beginning at the South west corner of said Sec. 6; thence along the West line of said Sec. 6 to the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 6 North 1 $^{\circ}$ 32'00" East 1,336.69 feet to the true point of beginning of this description; thence along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 6 South 87 $^{\circ}$ 14'00" East 163.0 feet to the Westerly right of way line of U.S. Highway No. 97; thence along the Westerly edge of said right of way South 17 $^{\circ}$ 47'50" West 597.05 feet; thence continuing along the Westerly edge of said right of way on a spiral curve left 516.33 feet; thence leaving the Westerly edge of said right of way South 55 $^{\circ}$ 47'50" West 282.54 feet to a point on the Northerly right of way line of Oregon State Highway No. 230; thence along the North-erly edge of said right of way North 85 $^{\circ}$ 51'10" West 872.40 feet to a point on the Easterly right of way line of the Redmond-Klamath Falls Bonneville Power Administration transmission line; thence along the Easterly edge of said right of way North 4 $^{\circ}$ 28'40" East 1,228.83 feet to the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 1; thence along said North line South 87 $^{\circ}$ 14'00" East 1,168.36 feet to the true point of beginning, containing 33.50 acres, more or less;

ALSO, a tract of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  (Lot 1) of Section 7 Township 29 South, Range 8 E.W.M., more particu-larly described as follows: Beginning at the interesection of the North boundary line of Klamath Indian Reservation and the Easterly line of the Dalles-California Highway;

thence Southeasterly along the Easterly line of said highway 50 feet; thence Northeasterly parallel with the North line of said Klamath Indian Reservation 200 feet; thence Northwesterly parallel with the Easterly line of said highway 50 feet to the North line of the Klamath Indian Reservation; thence Southwesterly along the said North line 200 feet to the point of beginning; and

WHEREAS, subsequent to the execution of said contract said Jack Duckworth died, and First Party is his surviving wife; and said John Zbinden died, and his Estate was duly probated in the Circuit Court of the State of Oregon for Klamath County, being No. 70-11 P, and Second Parties were the residuary beneficiaries named in the Will of said John Zbinden and decreed to be the owners of said above-described contract; and

WHEREAS, said contract is now in default and is subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second parties to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said contract, and the second parties do now accede to said request;

NOW, THEREFORE, for the consideration hereinafter stated, (which includes the cancellation of said contract which is now held in escrow at United States National Bank of Oregon, Klamath Falls Branch, Klamath Falls, Oregon) the first party does hereby grant, bargain, sell and convey unto second parties, their heirs and assigns, all of her right, title and interest in and to all of the property hereinabove described, together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and said Escrow Holder is hereby directed to deliver to said second parties all papers held by it to which second parties are entitled in case of default as set forth in the Escrow Instructions.

TO HAVE AND TO HOLD the same unto said second parties, their heirs and assigns forever.

First Party, for herself and her heirs and legal representatives, does covenant to and with second parties, their heirs and assigns, that she is lawfully seized of said premises by virtue of said above-described contract and will warrant and forever defend said premises against the lawful claims of all persons, subject only to the incumbrances set forth in said contract and any unpaid taxes and to any leases on said property; 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 parties and all redemption rights which the first party may have therein; that possession of said premises hereby is surrendered and delivered to second parties; that in executing this deed first party is not acting

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under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by Second Parties, or their representatives, agents or attorneys; that this deed is not given as a preference over other creditors of first party and at this time there is no person, copartnership or corporation, other than second parties, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer is to quiet title in lieu of foreclosure.

IN WITNESS WHEREOF, First Party has executed this instrument this 15 day of Sept, 1975.

STATE OF OREGON

County of Klamath

SS

Galena Mae Duckworth  
SEPT. EMBER  
~~August~~ 15, 1975

Personally appeared the above named Galena Mae Duckworth and acknowledged the foregoing instrument to be her voluntary act and deed.  
Before me:

Betty Harkness  
Notary Public for Oregon

My Commission expires 7-30-77

STATE OF OREGON,  
County of Klamath

Filed for record at request of

Wm Brandsness

on this 24 day of Sept A.D. 1975

at 2:29 o'clock P M., and

recorded in Vol. M 75 of deed

page 11584

Wm S. MILNE, County Clerk

Galena Mae Duckworth Executrix

Fee 9.00

Return to:  
William B. Brandoness  
411 Pine

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