

59383

Vol. 178 Page 28390

ESTOPPEL DEED - CONTRACT

GRANTOR: MATHIAS PALMEN and EDITH PALMEN

RELEASE AND QUITCLAIM TO

GRANTEE: REAL ESTATE LOAN FUND OREG. LTD.

all that real property situated in Klamath County, Oregon, described as follows:

PARCEL 1: That portion of the W1/2 SW1/4 NE1/4 lying South of the Centerline of Snake Creek in Section 25, Township 35 South, Range 12 East, Willamette Meridian;

PARCEL 2: That portion of the W1/2 NW1/4 SE1/4 lying South of the Centerline of Snake Creek in Section 25, Township 35 South, Range 12 East, Willamette Meridian.

Containing 20 acres more or less.

GRANTOR COVENANTS THAT:

This deed is absolute in effect and releases and conveys any interest of the Grantor in the premises above described to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

Grantor is purchasing the property free of all encumbrances from the Grantee pursuant to that

Unrecorded Contract for Sale of Real Property dated April 7, 1971.

By acceptance of this deed, Grantee covenants and agrees that he shall forever forbear taking any action whatsoever to collect against Grantor on the contract described above, other than by foreclosure of that contract, and that in any proceeding to foreclose the contract, he shall not seek, obtain or permit a deficiency judgment against Grantor, his heirs or assigns, such rights and remedies being hereby waived.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and contract described above.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence or misrepresentation of Grantee, his agent or attorney of any other person.

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If Grantor is a corporation, this has been signed by authority of the Board of Directors with the seal of said corporation affixed and shall be so construed that when this deed so requires, the singular shall be taken to mean and include 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 partnerships, corporations and to individuals.


Dated this 2 day of August 1978.

Mathias Palmen
Mathias Palmen

Edith Palmen
Edith Palmen


STATE OF CALIFORNIA)
County of Santa Clara

On this 2 day of August 1978, personally appeared MATHIAS PALMEN and acknowledged the foregoing instrument to be his voluntary act.

BEFORE ME:  Earl E. Hokanson
(SEAL) OFFICIAL SEAL
EARL E. HOKANSON Notary Public for California
NOTARY PUBLIC - CALIFORNIA My Commission Expires: Nov. 20, 1981
SANTA CLARA COUNTY
My comm. expires NOV 20, 1981

STATE OF CALIFORNIA)
County of Santa Clara

On this 2 day of August 1978 personally appeared EDITH PALMEN and acknowledged the foregoing instrument to be her voluntary act.

BEFORE ME:  Earl E. Hokanson
(SEAL) OFFICIAL SEAL
EARL E. HOKANSON Notary Public for California
NOTARY PUBLIC - CALIFORNIA My Commission Expires: Nov 20 1981
SANTA CLARA COUNTY
My comm. expires NOV 20, 1981

Until further notice, all tax statements are to be sent to:

REAL ESTATE LOAN FUND OREG. LTD.
P. O. Box 230
Salem, Oregon 97308

After recording, please return this document to:

for TERRY A. PRESSLER
Attorney at Law
960 Broadway N.E., Suite 6
Salem, Oregon 97301

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2-4-46

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of December A.D., 1978 at 1:45 o'clock P. M., and duly recorded in Vol. M-78, of Deeds on Page 28390.

FEE \$6.00

WM. D. MILNE, County Clerk
By Jacqueline J. Metcalf Deputy