

95151

## ESTOPPEL DEED

Vol. 1781 Page 1275



THIS INDENTURE between JAMES W. BOATNER

(If husband and wife, so indicate)

hereinafter called the first party, and PACIFIC WEST MORTGAGE CO., an Oregon corporation  
hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in 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 M-80 at page 9273 thereof or as file/reel number (state which), reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$10,000.00, 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, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by said mortgage or trust deed and the surrender thereof marked "Paid in Full" to 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:

A portion of Lots 4 and 5, Block 64, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Westerly line of 8th Street 60 feet Northwesterly from the most Easterly corner of Lot 5, Block 64, Nichols Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon; thence Southwesterly and at right angles to said line of 8th Street 130 feet, more or less, to the Westerly line of Lot 4, Block 64; thence Northwesterly along said Westerly line of Lot 4 to the Easterly line of Prospect Avenue; thence Northerly along said Easterly line of Prospect Avenue to an intersection of said line parallel with the course first above described and 65 feet Northerly therefrom; thence Northeasterly along said parallel course to the Westerly line of 8th Street; thence Southeasterly along said Westerly line of 8th Street, 65 feet to the point of beginning.

THIS DEED DOES NOT MERGE THE EQUITABLE AND LEGAL INTEREST OF THE GRANTEE.

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

TO HAVE AND TO HOLD the same unto 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

that the first party will 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.

(CONTINUED ON REVERSE SIDE)

James W. Boatner

1545 Woodburn-Monterred  
Mt. Angel, OR 97362

GRANTOR'S NAME AND ADDRESS

Pacific West Mortgage Co.

P. O. Box 497

Stayton, OR 97383

GRANTEE'S NAME AND ADDRESS

After recording return to:

Pacific West Mortgage Co.

P. O. Box 497

Stayton, OR 97383

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Pacific West Mortgage Co.

P. O. Box 497

Stayton, OR 97383

NAME, ADDRESS, ZIP

#2634

STATE OF OREGON,

SS.

County of

I certify that the within instrument was received for record on the day of , 19 , at o'clock M., and recorded in book on page or as file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00  
 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>⓪</sup>

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 executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated January 20, 19 81

*James W. Boatner*

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, )  
 County of ) ss.  
 January, 19 81

Personally appeared the above named

JAMES W. BOATNER

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Marion ) ss.  
 January 20, 19 81

Personally appeared James W. Boatner and

who, being duly sworn, each for himself and not one for the other, did say that the former is the

president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

*Arda Marie Debaud*

Notary Public for Oregon

My commission expires: 10-19-84

(OFFICIAL SEAL)

NOTE—The sentence between the symbols ⓪, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific West Mortgage Co.

this 27th day of January A.D. 19 81 at 1:14 o'clock P.M. and

duly recorded in Vol. M81 of Deeds on page 1275

By *Evelyn Diehn*, County Clerk  
 Fee \$7.00

