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MTL 11736
ESTOPPEL DEED
(In Lieu of Foreclosure)

Vol. M8-13982

THIS INDENTURE between DONALD V. LEHRMANN and BARBARA M. LEHRMANN, husband and wife, hereinafter called the First Party, and JOSEPH B. SAMPLAUSKI, hereinafter called the Second Party; WITNESSETH

Whereas, the title to the real property hereinafter described is subject to the lien of a Land Sales Contract recorded in the mortgage records of the county hereinafter named, in book M78 at page 24098 thereof, reference to said records hereby being made, and the indebtedness secured by said Land Sales Contract are now owned by the Second Party, on which indebtedness there is now owing and unpaid the sum of \$29,698.73, the same being now in default and said Land Sales Contract being now subject to immediate foreclosure, and where as 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 Land Sales Contract and the Second Party does now accede to said request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of indebtedness secured by said Land Sales Contract), 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:

"The Northerly 10 feet of Lot 17 and of Lots 18, 19 & 20 in Block 23 of WEST KLAMATH ADDITION to the City of Klamath Falls, in the County of Klamath, State of Oregon,"

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 encumbrances, except said Land Sales Contract; 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.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,000.00.

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.

DATED THIS 18th day of October, 1982.

Donald V. Lehmann
DONALD V. LEHRMANN
Barbara M. Lehmann
BARBARA M. LEHRMANN

STATE OF OREGON
County of Klamath

Personally appeared the above-named DONALD V. LEHRMANN and BARBARA M. LEHRMANN and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me this 18th day of October, 1982.

Kristi L. Garrison
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/19/83

ESTOPPEL DEED -- In Lieu of Foreclosure

13982

ESTOPPEL DEED
(In Lieu of Foreclosure)

13983

AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY
THIS INSTRUMENT BETWEEN DONALD V. LEHRMANN and BARBARA N. LEHRMANN, husband and wife, hereinafter called the first party, and JOSEPH B. SAMPLASKI, hereinafter called the second party, witnesses.

Whereas, the title to the real property hereinafter described is subject to the lien of a Land Sales Contract recorded in the mortgage records of the county hereinafter named, in book 111, page 13982, and reference to said records hereby being made, and the indebtedness created by said Land Sales Contract, in the sum of \$29,888.00, the same being now in default and said Land Sales Contract being now subject to foreclosure, and where as the first party, as the same, has requested the second party to accept an assignment of the indebtedness created by said Land Sales Contract and the second party does hereby agree to said request; and the first party, as the same, has requested the second party to accept an assignment of the indebtedness created by said Land Sales Contract and the second party does hereby agree to said request;

STATE OF OREGON, COUNTY OF KLAMATH, ss.

duly recorded in Vol. M82, of Deeds on Page 13982
on the 20th day of Oct. A.D. 1982 at 1:46 o'clock P.M.

Fee \$8.00
By *[Signature]* EV. LYN BROWN, County Clerk

"The Northern 10 feet of Lot 17 and of Lots 18, 19 & 20 in Block 23 of WEST Klamath Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon."

together with all of the covenants, hereditaments and appurtenances thereto 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 encumbrances, except said Land Sales Contract; 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, corporation or corporation, other than the second party, interested in said premises direct-ly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration for this transfer, stated in terms of dollars is \$29,888.00.

In executing this instrument, it is understood and agreed that the first party as well as the second party are both 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.

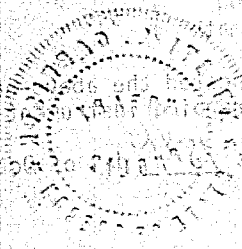
IN WITNESS WHEREOF, the first party above-named has executed this instrument.

DATED this 15th day of October, 1982.

[Signature]
DONALD V. LEHRMANN
[Signature]
BARBARA N. LEHRMANN

Personally appeared the above-named DONALD V. LEHRMANN and BARBARA N. LEHRMANN and acknowledged the foregoing to be their voluntary act and deed.

Before me this 15th day of October, 1982.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/1/83