

21238

ESTOPPEL DEED

Vol. M83 3648

THIS INDENTURE BETWEEN GLENN HAYHURST, hereinafter called Grantor, and MERLE A. HANSCAM and HAZEL I. HANSCAM, husband and wife, hereinafter called Grantees:

R E C I T A L S:

A. On December 15, 1977, Grantees sold to Grantor, under a Land Sale Contract, the following described real property. Said Land Sale Contract, a Memorandum of Contract of which was recorded December 16, 1977 in Volume M77 at Page 24342, Microfilm Records of Klamath County, Oregon which Memorandum of Contract is in default and subject to immediate foreclosure.

B. Grantor has requested Grantees to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantees have acceded to said request.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said Agreement for Sale of Real Property and relinquishment of any claims whatsoever, Grantor does hereby grant, bargain, sell and convey to Grantees, the following described property, situate in the County of Klamath, State of Oregon, to-wit:

The East 525 feet (as measured along the North and South lines) of Tract 70 of Fair Acres Subdivision No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the East 30 feet thereof, conveyed to Klamath County by Deed Volume M74, page 3322, Microfilm Records of Klamath County, Oregon

Also all that portion of Tract 71 of Fair Acres Subdivision No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Tract 71; thence West along the South line of said lot a distance of 657.4 feet to a point; thence Northerly parallel to the East line of said Lot 71 a distance of 329 feet to the North line of said lot; thence Easterly along the North line of said Lot a distance of 484.4 feet to a point; thence Southerly parallel to the East line of said lot a distance of 261 feet to a point; thence Easterly parallel to the South line of said lot a distance of 173 feet to the East line of said lot; thence Southerly along the East line of said lot 68 feet, more or less to the point of beginning.

The Grantor covenants that by this conveyance it is conveying all its right, title and interest to said premises,

WILLIAM P. BRANDSNESS
A PROFESSIONAL CORPORATION

ATTORNEY AT LAW
411 PINE STREET

KLAMATH FALLS, OREGON 97601
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including but not limited to any redemption rights and that it is not acting under any misrepresentations, duress or undue influence by Grantees.

The true and actual consideration for this transfer is cancellation of the debt in the above-described Land Sale Contract and Memorandum of Contract.

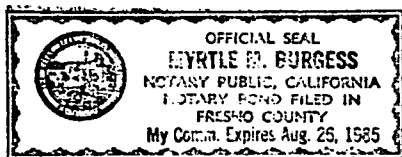
IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

DATED this 15th day of February, 1983.

Glenn Hayhurst
Glenn Hayhurst

STATE OF CALIF)
County of FRESNO) ss. February 15, 1983

Personally appeared the above-named GLENN HAYHURST, an individual, and acknowledged the foregoing instrument to be his voluntary act. Before me:



Myrtle M. Burgess
NOTARY PUBLIC FOR
My Commission Expires: 8-26-85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 9th day of March A.D. 1983 at 4:21 o'clock P.M. and

duly recorded in Vol. 1883, of Deeds on c. 3648

EVELYN BIEHN, County Clerk
By Bernetha A. Letoch

Fee \$8.00

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