

ESTOPPEL DEED

THIS INDENTURE between PETER J. GUZY and VICTORIA S. GUZY, husband and wife, hereinafter called the first parties, and RAY K. CODDINGTON, hereinafter called the second party; WITNESSETH:

WHEREAS, first parties are the vendees of a contract of sale recorded in the deed records of Klamath County, Oregon, in book 79 at page 15461 thereof: and the vendor's interest in the contract is now owned by the second parties on which contract there is now owing and unpaid the sum of \$27,494.87, the same being now in default and said contract being now subject to immediate foreclosure, and whereas the first parties, being unable to pay the same, have requested the second party to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said contract, and the second party does now accede to said request;

NOW THEREFORE, for the consideration hereinafter stated, which includes the cancellation of the indebtedness of the contract, the first parties do hereby grant, bargain, sell and convey unto the second party, his heirs and assigns, all of the following described real property situate in Klamath County, Oregon, to-wit:

A parcel of land including Lot 4, Block 39 First Addition to the City of Klamath Falls, Oregon, Lot 6 and a portion of Lot 7, Block 17 of EWAUNA HEIGHTS ADDITION to the City of Klamath Falls, Oregon, said parcel being more particularly described as follows: Beginning at the most Northerly corner of said Lot 4, Block 39, First Addition to the City of Klamath Falls, Oregon, said point being on the Southeasterly line of Grant Street; thence South 51° 15' East, along the Northeasterly line of said Lot 4 to the most Easterly corner thereof; thence continuing South 51° 15' East to a point on the Southeasterly line of Lot 7, Block 17, Ewauna Heights Addition to Klamath Falls, Oregon, said point being North 39° 05' East a distance of 34.2 feet from the most Southerly corner of said Lot 7; thence continuing South 39° 05' West, along the Southeasterly lines of Lot 7 and Lot 6, Block 17, Ewauna Heights, a distance of 86.6 feet, more or less, to the most Southerly corner of said Lot 6; thence North 50° 55' West along the Southwesterly line of said Lot 6, to the Southeasterly line of Grant Street; thence North 39° 05' East, along the Southeasterly line of Grant Street a distance of 37.0 feet to the Northerly line of said Lot 6; thence continuing North 38° 45' East, along the Southeasterly line of Grant Street a distance of 49.6 feet to the point of beginning.

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 and assigns, forever.

And the first parties for themselves and their heirs and assigns, do covenant to and with the second party, his heirs and assigns, that first parties are lawfully seized in fee simple of said property, free and clear of encumbrances except said contract.

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.
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1 And the first parties will warrant and forever defend the above-granted
 2 premises, and every part and parcel thereof against the lawful claims and de-
 3 mands of all persons whomsoever, other than the liens above expressly excepted;
 4 that this deed is intended as a conveyance, absolute in legal effect as well as
 5 in form, of first parties' interest in said premises to the second party and all
 6 redemption rights which the first parties may have therein, and not as a mort-
 7 gage, trust deed or security of any kind; that possession of said premises hereby
 8 is surrendered and delivered to second party; that in executing this deed the
 9 first parties are not acting under any misapprehension as to the effect thereof
 10 or under any duress, undue influence, or misrepresentation by the second party,
 11 or second part's representatives, agents or attorneys; that this deed is not
 12 given as a preference over other creditors of the first parties and that at this
 13 time there is no person, co-partnership or corporation, other than second party,
 14 interested in said premises directly or indirectly, in any manner whatsoever,
 15 except as aforesaid.

16 The true and actual consideration paid for this transfer, stated in terms
 17 of dollars, is \$27,494.87.

18 IN WITNESS WHEREOF, the first parties above named have executed this in-
 19 strument this 3d day of March, 1983.

20 Peter J. Guzy
 21 Peter J. Guzy

22 Victoria S. Guzy
 23 Victoria S. Guzy

24 STATE OF CALIFORNIA)
 25 County of Orange) SS

26 On this 10 day of March, 1983, personally appeared the above-named
 27 Peter J. Guzy and Victoria S. Guzy, husband and wife, and acknowledged the fore-
 28 going instrument to be their voluntary act and deed.
 29 Before me:



31 Werner Otto Eschrich
 32 Notary Public for California

33 STATE OF OREGON; COUNTY OF KLAMATH; ss.

34 Filed for record

35 this 31st day of March A.D. 1983 at 8:40 clock A.M., and
 36 duly recorded in Vol. M83 of Deeds on a 4744

8.00

By EVLYN B. EHN, County Clerk

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Return
to
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