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ESTOPPEL DEED

Vol. M83 Page 5586



THIS INDENTURE between WILLIAM H. and HELEN L. PERKINS, husband and wife

(If husband and wife, so indicate)

hereinafter called the first party, and the State of Oregon, by and through the Department of Veterans' Affairs
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 N-81 at page 9938 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 \$ 37,145.01-----, 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:

As described on the attached Exhibit "A" and by reference thereto make part hereof;

EXHIBIT "A"

That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25 Township 23 South, Range 9 East of the Willamette Meridian Klamath County, as follows:

Beginning at the Northwest corner of the said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South along the West boundary line of said quarter a distance of 59 feet to the center of the Midstate Electric Co. right of way where it intersects the said boundary line; thence South-easterly in the center of said right of way for a distance of 338 feet to the intersection of the State Highway right of way; thence Northeasterly along said right of way a distance of 150 feet; thence Northwesterly a distance of 200 feet to the intersection of the North boundary line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25; thence West along said boundary line for a distance of 193 feet to the Northwest corner and the point of beginning.

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

(CONTINUED ON REVERSE SIDE)

WILLIAM H. and HELEN L. PERKINS
BOX 314
GILCHRIST, OR. 97737

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
124 North 4th Street
Klamath Falls, Or. 97601

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

ss.

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.

SPACE RESERVED
FOR
RECORDER'S USE

Recording Officer
Deputy

By

5587
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 none

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 \$.
~~However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which):~~

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 , 19

William H. Perkins
WILLIAM H. PERKINS
Helen L. Perkins
HELEN L. PERKINS

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON

County of Klamath } ss.

William H. Perkins
Personally appeared the above named William H. Perkins
and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
Carlton E. Wilson
Notary Public for Oregon
My commission expires: Sept. 24, 1934

(OFFICIAL
SEAL)

STATE OF OREGON, County of) ss.

Personally appeared 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,
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:

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 13 day of April A. D. 19 83 at 1:59 o'clock P. M., and
duly recorded in Vol. M83 of 40 Deeds on Page 5586

8.00

By Evelyn Biehn
EVELYN BIEHN, County Clerk