

24139

ESTOPPEL DEED

STEVENESS LAW FIRM, INC. PORTLAND, OR. 97204

Vol. 463 Page 8569

THIS INDENTURE between MARTIN ROSS HARRIS and LORNA LOU HARRIS husband and wife

hereinafter called the first party, and the State of Oregon, by and through the Department of Veterans' Affairs

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-79 at page 27294 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 \$ 35,297.16, 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 OREGON to-wit: Klamath County, State of

PARCEL 1: The East 40 feet of Lot 1, Block 12, FIRST ADDITION TO BLY, in the County of Klamath, State of Oregon.

PARCEL 2: The following described real property situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at a point, said point being the Northeast corner of Lot 2, Block 12, First Addition to the Town of Bly; thence South along the East line of said Lot 2, a distance of 50 feet; thence Southeasterly along the South line extended of said Lot 2 a distance of 100 feet, more or less to the West line of Edler Street; thence North along the West line of Edler Street 50 feet; thence Northerly parallel to the South Line extended of said Lot 2, a distance of 100 feet to the point of beginning.

PARCEL 3: A portion of Section 3, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at a point which is North 89°52' West 1608.35 feet and South 1°13' West 484.9 feet from the Northeast corner of Section 3, Township 37 South, Range 14, East of the Willamette Meridian; thence North 86°07' West 100 feet; thence North 1°13' East 50 feet; thence South 86° 07' East 100 feet; thence South 1°13' West 50 feet to the point of beginning.

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

(CONTINUED ON REVERSE SIDE)

MARTIN ROSS HARRIS, LORNA LOU HARRIS
Rt 1 Box 9554, Morrison Rd.
Wheatland, Ca. 95692

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

State of Oregon, Veterans' Affairs
124 N. 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

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.

By Recording Officer Deputy

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 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 27 May, 1983.

Martin R. Harris
MARTIN ROSS HARRIS

Lorna Lou Harris
LORNA LOU HARRIS

(If executed by a corporation,
affix corporate seal)

STATE OF California

County of yuba

May 27, 1983.

Personally appeared the above named

Martin R. Harris and Lorna Lou Harris

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

Before me:
(OFFICIAL SEAL)

Notary Public for California

My commission expires: May 2, 1985



OFFICIAL SEAL
ROBERT HUNTER COE

NOTE: If the Notary Public is the California Notary Public, the following should be deleted. See ORS 93.030.
YUBA COUNTY
My comm. expires MAY 2, 1985

800 Main Street, Wheatland, CA 95692

STATE OF OREGON, County of _____) ss.

, 19 _____

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, 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 2nd day of June A.D., 1983 at 11:09 o'clock A M, and duly recorded in Vol M83, of deeds on page 8569

Fee \$ 8.00

EVELYN BIEHN COUNTY CLERK

by Deputy Deputy