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KCTC

ESTOPPEL DEED

Vol. 1483 Page 19049

THIS INDENTURE between

WILLIAM F. MOODY & N. JUNE MOODY,

(If husband and wife, so indicate)

husband and wife,

hereinafter called the first party, and DON J. KANE & Verna B. Kane,

husband and wife,

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 M82 at page 861 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 \$, 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:

SEE ATTACHED EXHIBIT "A"

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

(CONTINUED ON REVERSE SIDE)

William F. Moody/N. June Moody
Route 1, Box 855
Bonanza, OR 97623

GRANTOR'S NAME AND ADDRESS

Don J. Kane/Verna B. Kane
P. O. Box 73
Indian Valley, ID 83632

GRANTEE'S NAME AND ADDRESS

After recording return to:

Michael L. Brant
325 Main Street
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

Don J. Kane/Verna B. Kane
P. O. Box 73
Indian Valley, ID 83532

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

By Recording Officer Deputy

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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

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) ⓐ the whole

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 August 23, 19 83.

William F. Moody

N. June Moody

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath } ss.
August 23, 19 83

Personally appeared the above named

William F. Moody and N. June Moody

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

Before me:

Notary Public for Oregon

My commission expires: 4/26/87

STATE OF OREGON, County of) ss.
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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)

NOTE: The sentence between the symbols ⓐ. If not applicable, should be deleted. See ORS 93.030.

All that portion of the Northeast Quarter of the Southeast Quarter lying West of the Bly Mountain Cut-Off Road and the North Half of the Southeast Quarter of the Southeast Quarter lying West of Bly Mountain Cut-Off Road and the Southwest Quarter of the Southeast Quarter, SAVING AND EXCEPTING therefrom the East Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter all in Section 34, Township 38 South, Range 11 East of the Willamette Meridian.

The Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of Section 34, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, State of Oregon, and a tract of land situated in the South Half of the South Half of the Southeast Quarter of Section 34, Township 38 South, Range 11 East of the Willamette Meridian, and in Government Lots 1 and 2 of Section 3, Township 39 South, Range 11 East of the Willamette Meridian, all in Klamath County, Oregon, more particularly described as follows: BEGINNING at the quarter corner common to said Section 34 and 3; thence North $89^{\circ} 54' 49''$ East 990.67 feet to the Southwesterly corner of the East Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 34; thence North $00^{\circ} 35' 55''$ East 651.90 feet to the Northwesterly corner of the said East Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter; thence along the North line of the South Half of the South Half of the Southeast Quarter of said Section 34, South $89^{\circ} 55' 28''$ East 1152.54 feet to the Westerly right of way line of the Bonanza-Bly Mountain Cut-Off Road; thence following the said right of way line, along the arc of a curve to the right (radius point bears South $54^{\circ} 34' 15''$ West 447.47 feet, central angle = $22^{\circ} 05' 57''$) 172.59 feet, South $13^{\circ} 19' 48''$ East 485.81 feet, and along the arc of a curve to the right (radius point bears South $76^{\circ} 40' 12''$ West 379.26 feet, central angle = $02^{\circ} 59' 24''$) 19.79 feet to a point on the North line of said Section 3; thence along said North line South $89^{\circ} 54' 49''$ West 295.08 feet to a point being South $89^{\circ} 54' 49''$ West 600.00 feet from the Northeast corner of said Section 3, said point also being the Northwest corner of that tract of land described in Deed Volume 248, page 464, as recorded in the Klamath County Deed Records; thence South $00^{\circ} 17' 27''$ East along the West line of said tract, 528.79 feet to a point on the Westerly right of way line of said Bonanza-Bly Mountain Cut-Off Road; thence following said right of way line, along the arc of a curve to the left (radius point bears South $51^{\circ} 32' 07''$ East 746.20 feet, central angle = $19^{\circ} 49' 04''$) 258.10 feet, and South $18^{\circ} 38' 49''$ West 324.80 feet to the Northeasterly corner of that tract of land described in Deed Volume M71, page 9999, as recorded in the Klamath County Deed Records; thence North $63^{\circ} 45' 03''$ West, generally along an existing fence line, 549.83 feet to the Northwesterly corner of said tract, said Northwesterly corner being on the West line of said Government Lot 1; thence, along said West line, North $00^{\circ} 16' 14''$ West 409.87 feet; thence North $80^{\circ} 58' 32''$ West 340.07 feet; thence North $00^{\circ} 35' 55''$ East 304.16 feet to a point 50.00 feet Southerly of, measured at right angles to, the North line of said Section 3; thence South $89^{\circ} 54' 49''$ West, parallel to said North line, 989.93 feet

to the West line of said Government Lot 2; thence North 00° 15' 00" West 50.00 feet to the point of beginning, containing 37.50 acres, and the above described property being SUBJECT TO the non-exclusive easements herein reserved described as follows: (1) A 50-foot easement adjacent to and lying Southerly of the section line common to said Sections 34 and 3, beginning at the quarter corner common to said Sections 34 and 3; the North 89° 54' 49" East 990.67 feet. (2) A 30-foot easement from the West line of Government Lot 1 of said Section 3 to the Westerly right of way line of the said Bonanza-Bly Mountain Cut-Off Road, the Southerly line of which is more particularly described as follows: Beginning at a point on the West line of said Lot 1, from which the Southwest corner of said Lot 1 bears South 80° 16' 14" East 496.69 feet; thence South 63° 45' 03" East, along an existing fence line, being the Northerly line of that tract of land as described in said deed volume M71, page 9999, 549.83 feet to the said Westerly right of way line of the Bonanza-Bly Mountain Cut-Off Road.

SUBJECT TO: (1) Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Horsefly Irrigation District. (Affects Southeast 1/4 Southwest 1/4, Section 34, and property in Section 3, Township 39 South, Range 11 EWM)

(2) As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

(3) Reservations contained in Patent dated November 11, 1931, and recorded January 11, 1932 in Book 96, page 564, from U.S.A. to Harry Scott Bray, as follows: "A right of way thereon for ditches or canals constructed by the authority of the United States."

(4) An easement created by instrument, including the terms and provisions thereof, dated August 3, 1971, recorded August 11, 1971, in Book M71, page 8418, in favor of Pacific Power and Light across the NE-1/4 NE-1/4 of Section 3, Township 39 South, Range 11 (no exact location given).

(5) Easement, including terms and provisions thereof, as disclosed by Warranty Deed from Howard T. Kellison and Mildred D. Kellison to Merle D. Carpenter and Carolyn V. Carpenter, dated September 17, 1971, recorded November 16, 1977, in Book M77, page 22354, Deed Records. (Affects SW-1/4 SE-1/4 Section 34)

(6) Unrecorded contract, including the terms and provisions thereof, dated December 31, 1979, a memorandum of which was recorded December 31, 1979, in Book M79, page 29831, wherein Howard T. Kellison and Mildred D. Kellison are Vendors, and Verna B. Kane is Vendee.

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 4th day of November A.D., 1983 at 2:08 o'clock P M,
and duly recorded in Vol M83, of Deeds on page 19049.

Fee \$ 16.00

EVELYN BIEHN, COUNTY CLERK
by Ann Smith deputy