

## ESTOPPEL DEED

1 THIS INDENTURE between George J. Meyer, Jr. and Sandra A.  
 2 Meyer hereinafter called the first party, and TRENDWEST  
 3 DEVELOPMENT COMPANY hereinafter called the second party;  
 4 WITNESSETH:

5 Whereas, the title to the real property hereinafter  
 6 described is vested in fee simple in the first party, subject to  
 7 the lien of a mortgage or trust deed recorded in the mortgage  
 8 records of the county hereinafter named, in book M81 at page  
 9 10421 thereof or as file reel number 639 (state which), reference  
 10 to said records hereby being made, and the notes and indebtedness  
 11 secured by said mortgage or trust deed are now owned by the  
 12 second party, on which notes and indebtedness there is now owing  
 13 and unpaid the sum of \$65,565.15, the same being now in default  
 14 of said mortgage or trust deed being now subject to immediate  
 15 foreclosure, and whereas the first party, being unable to pay the  
 16 of conveyance of said property to accept an absolute deed  
 17 indebtedness secured by said mortgage and the second party does  
 18 not accede to said request;

19 NOW, THEREFORE, for the consideration hereinafter stated  
 20 (which includes the cancellation of the notes and indebtedness  
 21 secured by said mortgage or trust deed and the surrender thereof  
 22 marked "Paid in Full" to the first party), the first party does  
 23 hereby grant, bargain, sell, and convey unto the second party,  
 24 his heirs, successors, and assigns, all of the following  
 25 described real property situated in Klamath County, State of  
 26 Oregon, to-wit:

27 Lot 2 Block 4 Ferndale First Addition  
 28 together with all of the tenements, hereditaments, and  
 29 appurtenances thereunto belonging or in anywise appertaining:  
 30 TO HAVE AND TO HOLD the same unto said second party, his  
 31 heirs, successors, and assigns forever.

32 And the first party, for himself and his heirs and legal  
 33 representatives, does covenant to and with the second party, his  
 34 heirs, successors, and assigns, that the first party is lawfully  
 35 seized in fee simple of said property, free and clear of  
 36 incumbrances except said mortgage or trust deed and further  
 37 except those of record as of the date of this deed; that the  
 38 first party will warrant and forever defend the above granted  
 39

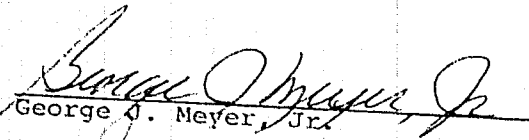
1 premises, and every part and parcel thereof against the lawful  
• claims and demands of all persons whomsoever, other than the  
• liens above expressly excepted; that this deed is intended as a  
• conveyance, absolute in legal effect as well as in form, of the  
5 title to said premises to the second 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  
10 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  
15 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.

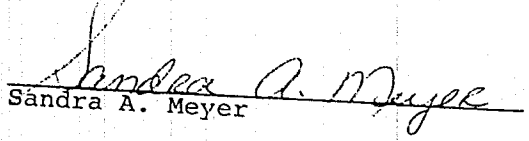
20 The true and actual consideration paid for this transfer,  
stated in terms of dollars, is \$65,565.15.

25 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  
30 made, assumed, and implied to make the provision hereof apply  
equally to corporations and to individuals.

35 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.

40 Dated 11-28, 1983.

45   
George O. Meyer, Jr.

50   
Sandra A. Meyer

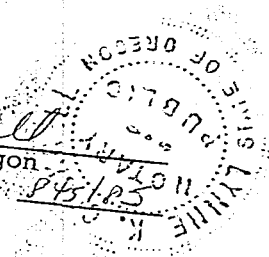
20405

1 State of Oregon )  
County of Klamath ) ss.

5 Personally appeared the above named George J. Meyer, Jr. and  
Sandra A. Meyer and acknowledged the foregoing instrument to be  
their voluntary act and deed.

Before me:

*Larry R. Cockrell*  
Notary Public for Oregon  
My commission expires: 8/5/85



RETURN:

TRENDWEST, Co.  
3303 LAKEPORT BLVD.  
KLAMATH FALLS, OR  
97601

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 28 day of Nov. A.D. 19 83  
at 3:39 o'clock P M, and duly  
recorded in Vol. M83 of Deeds  
Page 20403

EVELYN BIEHN, County Clerk

By *Larry R. Cockrell* Deputy  
Fee 12.00