

35390

MT-139-41  
ESTOPPEL DEEDVol. ms4 Page 5876

THIS INDENTURE between PETER D. MOSTERDYKE

(If husband and wife, so indicate)

hereinafter called the first party, and MARLEEN C. GARRETT and JAMES L. GARRETT, JR.  
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 M-79 at page 18789 hereof 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 \$ 20,741.43, 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:

A parcel of land situated in the SE 1/4 SE 1/4 of Section 25, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the intersection of the West line of said SE 1/4 SE 1/4 with the Southerly right of way line of Clover Creek Road, a county road, thence South 56° 29' 11" East along said right of way, 436.15 feet to a 5/8" iron pin marking the true point of beginning; thence leaving said right of way line South 38° 20' 44" West, 290.32 feet to an iron pin; thence South 41° 43' 19" East, 362.04 feet to a 5/8" iron pin on the Northerly right of way line of a public road; thence North 71° 21' 54" East 171.41 feet; thence North 34° 45' 25" East 246.26 Feet to a 5/8" iron pin on the Southerly right of way of Clover Creek Road, thence North 56° 29' 11" West 436.15 feet to the true point of beginning, with bearings based on Survey No. 2869 as filed in Klamath County,

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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

(CONTINUED ON REVERSE SIDE)

Peter D. Mosterdyke  
P.O. Box 214  
Dundee, OR 97115  
GRANTOR'S NAME AND ADDRESS

Marleen C. & James L. Garrett, Jr.  
Rt. 1, Box 180  
Chiloquin, OR 97624  
GRANTEE'S NAME AND ADDRESS

After recording return to:  
Marleen C. and James L. Garrett, Jr.  
Rt. 1, Box 180  
Chiloquin, OR 97624  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.  
Marleen C. and James L. Garrett, Jr.  
Rt. 1, Box 180  
Chiloquin, OR 97624  
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

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 a mortgage to the Department of Veterans Affairs as previously disclosed

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 April 6, 1984

Peter D. Mosterdyke

(if executed by a corporation,  
affix corporate seal)

STATE OF OREGON,

County of Yamhill ss.

April 6, 1984

Personally appeared the above named

Peter D. Mosterdyke

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

Before me:

Notary Public for Oregon

My commission expires: 8-4-87

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)

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

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 9th day of April A.D., 1984 at 3:48 o'clock P.M., and duly recorded in Vol M84, of Deeds on page 5876.

Fee: \$ 8.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy