

36261

ESTOPPEL DEED

Vol. 184 Page 120

ATC-5-27375

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OREGON

THIS INDENTURE between JEAN M. RAGSDALE and MARILEE CLEVELAND

(If husband and wife, so indicate)

hereinafter called the first party, and MAUDE A. KISIAH and JAMES A. KISIAH

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-80 at page 19616 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 \$ 23,073.58, 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:

Those portions of Lots 30, 31, and 32, of INDEPENDENCE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at an iron pin which marks the Northeast corner of Lot 32; thence South 0°13' East along the East line of Lots 32, 31, and 30, a distance of 203.22 feet to an iron pin marking the Southeast corner of Lot 30, thence North 71°27' West along the South line of Lot 30, a distance of 79.7 feet to an iron pin; thence North 0°13' West a distance of 193.2 feet to an iron pin which lies on the North line of Lot 32; thence South 78°23' East along the North line of Lot 32 a distance of 77.14 feet, more or less to the point of beginning.

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

(CONTINUED ON REVERSE SIDE)

Jean M. Ragsdale and Marilee Cleveland

GRANTOR'S NAME AND ADDRESS

Maude A. Kisiah and James A. Kisiah

GRANTEE'S NAME AND ADDRESS

After recording return to:

Maude A. Kisiah
16444 Bolsa Chica
Huntington Beach, Calif. 92647

NAME, ADDRESS, ZIP

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

Maude A. Kisiah
16444 Bolsa Chica
Huntington Beach, Calif. 92647

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.

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 taxes for year 1983 on mobile home in the amount of \$65.06, plus interest

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 \$ -0-

① However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ①

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 January 20, 1984

JEAN M. RAGSDALE

Jean Ragdale

Marilee Cleveland

MARILEE CLEVELAND AKA Marilee Cleveland McAnispie

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, California)

County of Sacramento) ss.

January 20, 1984.

Personally appeared the above named

Jean M. Ragdale

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

(OFFICIAL SEAL)

Before me

Notary Public for Oregon

My commission expires:

California

State of Florida)
County of Hallborough) ss.

26 January, 1984.

Personally appeared Marilee Cleveland and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

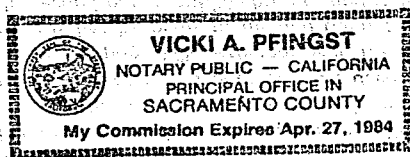
Virginia W. Black

NOTARY PUBLIC FOR FLORIDA

My Commission Expires

Notary Public, State of Florida
My Commission Expires April 21, 1984

NOTE—The sentence between the symbols ①, 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 3rd day of May A.D., 1984 at 3:37 o'clock P M, and duly recorded in Vol M84, of Deeds on page 7420.

EVELYN BIEHN, COUNTY CLERK

by: *[Signature]*, Deputy

Fee: \$ 8.00