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THIS INDENTURE between BRUCE C. MARTIN and SUSAN L. MARTIN, husband and wife,

(if husband and wife, so indicate)

hereinafter called the first party, and AUDREY B. MATTHEWS 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 M78 at page 23136 thereof, 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 \$ 4,976.40, 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:

Tract 94, PLEASANT HOMES TRACTS, in the County of Klamath, State of Oregon, according to the official plat thereof on file with the clerk of Klamath County, Oregon.

Free and Clear of all encumbrances except said Mortgage and further except a certain First Trust Deed in favor of Klamath First Federal Savings and Loan Association.

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

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 certain First Trust Deed in favor of Klamath First Federal Savings and Loan Association.

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- dollars.

However, the actual consideration consists of or includes other property or value given or promised which is ~~XXXXXX~~ consideration (indicate which).^Q

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 May 22, 1984

Bruce C. Martin
Bruce C. Martin
Susan L. Martin
Susan L. Martin

STATE OF OREGON, Washington
County of Clark

May 22, 1984, 19

Personally appeared the above named ~~XXXXXX~~ Susan L. Martin, husband & wife, and acknowledged the foregoing instrument to be ~~XXXXXX~~ her voluntary act and deed.

(OFFICIAL SEAL)

Before me:
Notary Public for Oregon Washington
My commission expires:
October 15, 1987

STATE OF OREGON, County of Des Moines

Personally appeared ~~XXXXXX~~ Bruce C. Martin, known to me to be the same person and ~~XXXXXX~~ who being duly sworn, acknowledged the foregoing instrument to be his ~~XXXXXX~~ going instrument to ~~XXXXXX~~ be his ~~XXXXXX~~ 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 the presence of said Notary Public 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 Iowa

(OFFICIAL SEAL)

My commission expires:
Oct 2, 1985

ESTOPPEL
DEED
(In Lieu of Foreclosure)
(FORM No. 240)

MARTIN

TO

MATHEWS

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 29th day of May, 1984, at 3:04 o'clock P. M., and recorded in book M84, page 8929. Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn
Klamath County Clerk Title.

By *[Signature]* Fee: \$8.00 Deputy.

STEVENS LASS LAW PUB. CO. - PORTLAND ORE.

Ret Del-13 each 7/17/84
210-14-478
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