

37397

FORM No. 240—DEED—ESTOPPEL (in lieu of foreclosure) (Individual or Corporate)

ATC - 27040

36481

## ESTOPPEL DEED

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THIS INDENTURE between LESLIE R. JONES and EMMA L. JONES  
 (If husband and wife, so indicate)

hereinafter called the first party, and Department of Veterans' Affairs, State of Oregon  
 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 27061 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 \$48,060.97, 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:

County, State of

A parcel of land situated in the N 1/2 of SE 1/4 of NW 1/4 of Section 11, T39S, R9, East of the Willamette Meridian, Klamath County, Oregon, and more fully described as follows: Beginning at a point in the center line of a 60' roadway from which the section corner common to sections 2, 3, 10, and 11, T39S, R9 EWM, and as marked on the ground by an iron pin driven therein, bears south 89° 44 1/2' West, along the said roadway center line 1813.7' to a point in the west boundary of said section 11, and north 00° 13 1/2' west, 1662.5' to said section corner and running thence north 00° 01' west 331.15 feet to a point in the northerly boundary of said N 1/2 of SE 1/4 of NW 1/4 of section 11; thence north 89° 47' east along said boundary line 65.7 feet; thence south 00° 01' east 331.10 feet, more or less, to an intersection with the center line of the above-mentioned roadway; thence south 89° 44 1/2' west along said roadway center line 65.7 feet, more or less, to said point of beginning.

Except therefrom that portion lying within the right of way of Denver Avenue.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

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

(CONTINUED ON REVERSE SIDE)

## 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.

Recording Officer

Deputy

By

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Dept Veterans Affairs - Attn: Jim Wesley  
 124 North Fourth  
 Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

MAY 30 1984

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 None.

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.

Q However, the actual consideration consists of the property which is given in exchange for the whole of the consideration (namely, the property which is given in exchange for the whole of the consideration).

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 Feb 1, 1984

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON

County of KLAMATH

Country of: Беларусь, 1984

Personally appeared the above named LESLIE R.

AND EMMA L. JONES KIDNEY  
and acknowledged the foregoing instru-  
ment to be THEIR voluntary act and deed.

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: 5-30-87

STATE OF OREGON, County of \_\_\_\_\_) ss

Personally appeared

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 \_\_\_\_\_

and that the seal attixed 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 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 10th day of May A.D., 1984 at 10:27 o'clock A M,  
and duly recorded in Vol M84, of Deeds on page 7778.

EVELYN BLEHN, COUNTY CLERK

by: Wm. J. J. J., Deputy

Fee: \$ 8.00

STATE OF OREGON: COUNTY OF KLAMATH:ss

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 5th day of June A.D., 19 84 at 11:14 o'clock A M,  
and duly recorded in Vol 184, of Deeds on page 9394.

EVELYN BLEHN, COUNTY CLERK

by: Tom Smith, Deputy

Fee: \$ 8.00