

198: 23:00 INGEN: 31:00

1-1-74

39953

ESTOPPEL DEED

Vol. 184 Page 13829

THIS INDENTURE between DWAIN WEAVER and REBECCA A. WEAVER, husband and wife,  
(If husband and wife, so indicate)  
hereinafter called the first party, and LAURENCE F. and HELEN O. BECKIUS, husband and wife,  
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 M82 at page 11265 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 \$ 7,596.58, 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:

A portion of Tract 10, GARDEN TRACTS, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the West line of Etna Street, said point being North 2 feet from the Southeast corner of said Tract 10, thence continuing North along said West line 73 feet, thence West 75 feet, thence South 73 feet to a point lying North 2 feet from the South line of said Tract 10, thence East 75 feet to the point of beginning, with bearings based on Minor Partition 81-19 as filed in the Office of the County Engineer, Klamath County, Oregon. SUBJECT TO:

1. Taxes for the fiscal year 1982-1983, a lien, not yet due and payable.
  2. Assessments, if any, due to the City of Klamath Falls for water use.
  3. The premises hereindescribed are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
  4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Enterprise Irrigation District.
  5. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.
- Dated: June 15, 1976; recorded: April 30, 1976; Vol. M76 p. 6393; amount \$24,000.00  
Grantor: Laurence & Helen Beckius; Trustee: Wm. Ganong; Beneficiary: First Federal \*\*  
together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(CONTINUED ON REVERSE SIDE)

DWAIN & REBECCA WEAVER

1528 Etna Street

Klamath Falls, Oregon 97601

GRANTOR'S NAME AND ADDRESS

Mr. & Mrs. Laurence F. Beckius

1526 Etna Street

Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Mr. & Mrs. Laurence F. Beckius

1526 Etna Street

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Mr. & Mrs. Laurence F. Beckius

1526 Etna Street

Klamath Falls, Oregon 97601

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

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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

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 ~~the whole~~ 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 hereeto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.  
Dated Aug 10, 1984

Dwain Weaver  
DWAIN WEAVER  
Rebecca A. Weaver  
REBECCA A. WEAVER

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,  
County of Klamath, ss.  
August, 1984

Personally appeared the above named  
DWAIN & REBECCA WEAVER  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
Deena R. Knafford  
Notary Public for Oregon  
My commission expires: 8/19/86

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

\*\* Savings & Loan Association, which second party hereby agrees to assume and pay.

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 August A.D., 1984 at 4:22 o'clock P M, and duly recorded in Vol M84, of Deeds on page 13829.

Fee: \$8.00 Index: \$1.00

EVELYN BIEHN, COUNTY CLERK  
by: Ann Smith, Deputy