42682 S

15-362 (12-81)

## ESTOPPEL DEED (In Lieu of Foreclosure)

Vol. Mg4 Page 18390

TRANSAMERICA FINANCIAL SERVICES, 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 flen of mortgage or trust deed crecorded in the mortgage records of the country hereinafter named, in Book M-83  **Tage** 9171** thereof or as File/Real No	THIS INDENTURE between James H. Schwartz	<u> </u>
WITNESSETH:  WHEREAS, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of mortgage or trust deed recorded in the mortgage records of the county hereinafter named, in Book		hereinafter called the first party,
WHEREAS, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of mortgage or trust deed recorded in the mortgage records of the county hereinafter named, in Book M-63 at Page 9171 thereof or as File/Real No. The page of trust deed are now owned by the second party, or which notes and indebtedness there is now owning authority to subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of trust deed now being subject to immediate foreclosure, and, while the page of the	and TRANSAMERICA FINANCIAL SERVICES, hereinafter called the second part	ty;
art Page	WITNESSETH:	•
art Page 9171 thereof or as File/Reel No. reference to said records hereby bell 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 owning and upped the sum of \$1,3468.00 the notes and indebtedness there is now owning subject to immediate foreclosure, and, the same being now in defau and said mortgage or trust deed now being subject to immediate foreclosure, and, white the party to accept an absolute deed, conveyance of aid property in exchange for second party's agreement not to seek any deficiency judgment against first part on account of the above referenced noted) and deed of trust or mortgage, or judgment on account of the note alone, NOW THEREFORE, for the consideration hereinafter stated, the first party does hereby grant, bargain, sell and convey un the second party, his heirs, successors and essigns, all of the following described real property situated in Kiamath Oregon to write the second party, his heirs, successors and essigns for the second party, his heirs, successors and essigns for the second party is always section in the first party of the second party is always section in the second party, his heirs, successors and essigns for the second party is always section in the simple of said property, free and clear of encumbrances except said mortgage or trust deed and further except. None.  TO HAVE AND TO HOLD the arms unto stid second party, his heirs, successors and essigns forever. And the first party is lawfully sected in the simple of said property, free and clear of encumbrances 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 it lawful claims and definance of the section party is always served and all response whomesever, other than the lines above expressly excepted, that this deed is intense to the second party will be a second party and a conversion and	WHEREAS, the title to the real property hereinafter described is vested in fee si	imple in the first party, subject to the lien of a
at Page 9171 thereof or as File/Real No. reference to said records hereby bein 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 \$ 19468.00 the same here and said mortgage or trust deed now being 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 conveyance of said property in exchange for second party's agreement not to seek any deficiency judgment against first part on account of the above referenced notely and deed of trust or mortgage, or judgment on account of the note alone,  NOW THEREFORE, for the consideration hereinafter stated, the first party does hereby grant, bargain, sell and convey until the second party, his heirs, successors and assigns, all of the following described real property situated in Klamath  County, State of Oregon to wit:  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or the deed and further except: None  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 that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or the safe that the first party is lawfull claims and demands of all persons whomsever, other than the liens above expressly excepted, that this deed is intend as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption right which the first party will have therein, and not as a mortgage, or contractive or party and the second party. The second party that the second	Programme and the control of the con	
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 \$1.9468.00		and the second of the second o
WHEREAS, the first party, being unable to pay the same, has requested the second party to accept an absolute deed conveyance of said property in exchange for second party's agreement not to seek any deficiency judgment against first part on account of the above referenced netests) and deed of trust or mortgage, or judgment on account of the note alone.  NOW THEREFORE, for the consideration hereinafter stated, the first party does hereby grant, bargain, sell and convey un the second party, his heirs, successors and assigns, all of the following described real property situated in Klamach  County, State of Oregon to wit:  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first part for himself and his heir and legal representatives, does covenant to and with the second party, his heirs, successors and against that the first party is judylity saized in the simple of said property, free and clear of encumbrances except said mortgage or to deed and further except. None  that the first party will warrent and forever defand the above granted premises, and every part and parcel thereof against the safety in the second party, his heirs, successors and assigns and demands of all pisnoren whomsever, other than the liens above expressly excepted, that this deed is that the safety is surrendered and delivered to said second party, that never the first party will warrent and forever defand the above granted premises, and every part and parcel thereof against the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said pre inschedule the surrender of the second party will be surrendered and delivered to said second party; that in executing this deed the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said pre party is a surrendered and delivered to said second party; that in executi	made, and the notes and indebtedness secured by said mortgage or trust deed ar	
conveyance of said property in exchange for second party's agreement not to seek any deficiency judgment against first part on account of the note and deed of trust or mortgage, or judgment or account of the note and the second party, his heirs, successors and assigns, all of the following described real property situated in Klamath  County, State of Oregon to wit:  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  To HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns forever. And the first part 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 are in the second party, his heirs, successors and assigns forever. And the first part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns forever. And the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against that the first party way have therein, and not as a mortgage, trust deed or security of any kind; that possession of seld pre isses hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under a misapprehension as to the effect thereof or under any dures, under influence, or misrepresentation by the second party, second party's representatives, agents or attorneys, that this deed is not given as a preference over other creditors of the party and that at this time shere is no person, co-partmentip, or corporation other than the second party, interested in a premises directly or indirectly, in any matter whatsoever except as a foresaid.  This deed does not effe	notes and indebtedness there is now owing and unpaid the sum of \$ 19468.00 and said mortgage or trust deed now being subject to immediate foreclosure, and,	, the same being now in default
County, State of Oregon to wit:  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  To HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign forever. And the first part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign that the first party is lawfully selzed in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 instend as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption righ which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said presises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under a misapprehension as to the effect thereof or under any dures, undue influence, or misrepresentation by the second party, and that at this time there is no person, co-partnership, or corporation other than the second party, interested in spremiss directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a lien shall hereinafter remain separate and distinct.  By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of second party and that at this time there is no person, conditionable to make the direction of the second party, his second party covenants and agrees that he storever fo	conveyance of said property in exchange for second party's agreement not to see	ek any deficiency judgment against first party
County, State of Oregon to wit:  SEE EXRIBIT "A" FOR LEGAL DESCRIPTION  To HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever. And the first part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns forever. And the first part 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 selzed in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 instend as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption righ which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said presises hereby is surrendered and delivered to said second party; that in executing this deed the first party on a continuous and acceptance of the said second party; that in executing this deed the first party or acceptance over other creditors of the party and that at this time there is no person, co-partnership, or corporation other than the second party, interested in spremises directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a lien shall hereinafter remain separate and distinct.  By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of sec party and recordation of this deed it the direction of the second party, the second party was an agree that he signal promote taking any action whatsoever	NOW THEREFORE, for the consideration hereinafter stated, the first party do	oes hereby grant, bargain, sell and convey unto
County, State of Oregon to wit:  SEE EXHIBIT "A" FOR LEGAL DESCRIPTION  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 part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign that the first party is lawfully selzed in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 to lawful claims and derimands of all persons whomsoever, other than the liens above expressly excepted, that this deed is intain as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption right which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said presises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under a misapprehension as to the effect whereof or under any dures, undue influence, or misrepresentation by the second party, second party's preparentatives, agents or attomeys, that this deed is not given as a preference over other oreditors of the party and that at this time there is no person, co-partnership, or corporation other than the second party, interested in spremises directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a lien shall hereinafter remain separate and distinct.  By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of second party and the second party and the second party and the second party a	the second party, his heirs, successors and assigns, all of the following described rea	al property situated in <u>Klamath</u>
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 part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 effect as well as in form, of the title to said premises to the second party and all redemption give which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said pre insist premises of the exception of the second party, and all redemption of under any dures, undue influence, or misrepresentation by the second party, second party's representatives, agents or attorneys, that this deed is not given as a preference over other creditions of the fighty and that at this time there is no person, co-partnessib, or corporation other than the second party, interested in sperty and that at this time there is no person, co-partnessib, or corporation other than the second party, interested in sperty and recordation of this deed, which acceptance of this deed shall occur only upon signature below by an officer of secondary and recordation of this deed, which acceptance of this deed shall occur only upon signature below by an officer of secondary and recordation of this deed, which acceptance of this mortgage, and that in any proceeding to foreclose the mortgage has not seek, obtain or permit a deficiency judgment against the first party on the promiscory notes given to secur	Orogon	
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 part for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 a lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted, that this deed is intend as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption right 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 a misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, second party's representatives, agents or attomeys, 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 sepremises directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a floreyer forbear taking any action whatsoever to collect against the first party on the promisory needs agrees that he forever forbear taking any action whatsoever to collect against the first party on the promisory hereignes because the mortgage has not seek, obtain or permit a deficiency judgment against the		
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for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assign that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or to 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 to lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted, that this deed is intend as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption right which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said presses hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under a misapprehension as to the effect thereof or under any duress, undeu influence, or misrepresentation by the second party, second party's representatives, agents or attorneys, that this deed is not given as a preference over other creditors of the fiparty and that at this time there is no person, co-partnership, or corporation other than the second party, interested in spremises directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a lien shall hereinafter remain separate and distinct.  By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of secceptry and recordation of this deed at the direction of the second party, the second party covenants and agrees that he store forever forbear taking any action whatsoever to collect against the first party on the promisery necessor that he store the merges above described, other than by foreclosure of that mortgage, and that in any proceeding to foreclose the mortgage he st n	together with all of the tenements, hereditaments and appurtenances thereunto be	elonging or in anywise appertaining;
lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted, that this deed is intered as a conveyance, absolute in effect as well as in form, of the title to said premises to the second party and all redemption right which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said pre ises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under a misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, second party's representatives, agents or attorneys, that this deed is not given as a preference over other creditors of the fiparty and that at this time there is no person, co-partmership, or corporation other than the second party, interested in spermises directly or indirectly, in any matter whatsoever except as aforesaid.  This deed does not effect a merger of the fee simple ownership and the lien of the mortgage described above. The fee a lien shall hereinafter remain separate and distinct.  By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of secondarity and recordation of this deed at the direction of the second party, the second party covenants and agrees that he stronger forbear taking any action whatsoever to collect against the first party on the promissory note given to secure the more gage above described, other than by foreclosure of that mortgage, and that in any proceeding to foreclose the mortgage he should be noted to the more party with the second party may be repeated by waived. Other than as set forth in this paragraph, however the debt evidenced by note(s) described herein is not satisf or forgiven.  The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 19468.00  However, the actual consideration paid for this transfer, stated in terms of dollars, is \$ 19468.00  However,	i kang pangganan di	
By acceptance of this deed, which acceptance of this deed shall occur only upon signature below by an officer of second party and recordation of this deed at the direction of the second party, the second party covenants and agrees that he shall occur for the promissory note given to secure the most gage above described, other than by foreclosure of that mortgage, and that in any proceeding to foreclose the mortgage has not seek, obtain or permit a deficiency judgment against the first party, his heirs or assigns, such rights and remedies be hereby waived. Other than as set forth in this paragraph, however the debt evidenced by note(s) described herein is not satisf or forgiven.  The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 19468.00  However, the actual consideration consists of or includes other property or value given or promised which is part of (the who consideration).  In construing this instrument, it is understood and agreed that the first party as well as the second party may be more the one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronor means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.  **Trackment**ENITETT**B**  IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by or of its Board of Directors.	lawful claims and demands of all persons whomsoever, other than the liens above as a conveyance, absolute in effect as well as in form, of the title to said premise which the first party may have therein, and not as a mortgage, trust deed or sec ises hereby is surrendered and delivered to said second party; that in executing misapprehension as to the effect thereof or under any duress, undue influence, second party's representatives, agents or attorneys, that this deed is not given a party and that at this time there is no person, co-partnership, or corporation of	e expressly excepted, that this deed is intended as to the second party and all redemption right surity of any kind; that possession of said prem this deed the first party is not acting under any , or misrepresentation by the second party, o as a preference over other creditors of the firs
party and recordation of this deed at the direction of the second party, the second party covenants and agrees that he st forever forbear taking any action whatsoever to collect against the first party on the promissory note given to secure the mor gage above described, other than by foreclosure of that mortgage, and that in any proceeding to foreclose the mortgage he sh not seek, obtain or permit a deficiency judgment against the first party, his heirs or assigns, such rights and remedies be hereby waived. Other than as set forth in this paragraph, however the debt evidenced by note(s) described herein is not satisf or forgiven.  The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 19468.00  However, the actual consideration consists of or includes other property or value given or promised which is part of (the who consideration.  In construing this instrument, it is understood and agreed that the first party as well as the second party may be more the one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronounce means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall 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 caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by or of its Board of Directors.		of the mortgage described above. The fee an
However, the actual consideration consists of or includes other property or value given or promised which is part of the wind consideration.  In construing this instrument, it is understood and agreed that the first party as well as the second party may be more the one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronounce of the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall 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 caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by or of its Board of Directors.	party and recordation of this deed at the direction of the second party, the se forever forbear taking any action whatsoever to collect against the first party of gage above described, other than by foreclosure of that mortgage, and that in an not seek, obtain or permit a deficiency judgment against the first party, his hereby waived. Other than as set forth in this paragraph, however the debt evide	econd party covenants and agrees that he sha in the promissory note given to secure the mort by proceeding to foreclose the mortgage he sha heirs or assigns, such rights and remedies bein
one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronounce means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall 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 caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by or of its Board of Directors.	However, the actual consideration consists of or includes other property or value	ars, is \$ _19468.00 e given or promised which is part of (the whole
caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by or of its Board of Directors.	one person; that if the context so requires, the singular shall be taken to mean a means and includes the plural, the masculine, the feminine and the neuter and made, assumed and implied to make the provisions hereof apply equally to corporate the context of th	nd include the plural; that the singular pronou that, generally, all grammatical changes shall b rations and to individuals.
of its Board of Directors.	IN WITNESS WHEREOF, the first party above named has executed this in caused its corporate name to be signed hereto and its corporate seal affixed by	nstrument; if first party is a corporation, it have its officers duly authorized thereunto by order
DATED THIS		
A Law offer ann	DATED THIS day of October	1984
	A James Her Ann	

ounty of	day of October	, 1984,
BE IT REMEMBERED, That on this	uay or	the within named
BE IT REMEMBERED, That on this	r said County and State, personally appeared	
James H. Schwartz		
		· ·
cnown to me to be the identical individual des	scribed in and who executed the within instru	ment and acknowledged to me
nown to me to be the identical municipality in the same free	sly and voluntarily.	hand and affixed
hat hat executed the same no	oly and voluntarily. IN TESTIMONY WHEREOF, I have he my official seal the	day and year last above written.
	Hollan).	1 Studen
	Notary	Public for Oregon.
	My Commission ex	oires
Mr. many		h 1
STATE OF OREGON,	sta C	Det 19 84.
County of Thankel	On this day of	and
before me appeared	Carlotte and the state of the s	
DELOTE THE abbourse	both to	me personally known, who being
duly sworn, did say that he, the said		
is thePresident, and he, the said	-	·
Secretary	of of	of said Corporation, and that the
the within named Corporation, and that the search	Section 1	f Directors, and
the within named Corporation, and that the seal at said instrument was signed and sealed in behalf of	Salu Corporation by admiring the	
uble till such spelle attribute to a a trib		
acknowledge said instrument to be the free act an	d deed of said Corporation. IN TESTIMONY WHEREOF, I have my official seal t	he day and year last above written.
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My Commission expires \_

## EXHIBIT A

All those portions of Lots 1, 2 and 3, Block 7, THE TERRACES ADDITION TO THE CITY OF KLAMATH FALLS, and that portion of vacated Shasta View Street adjoining Lot 3, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly right of way Laguna Street, said point being on the Westerly line of vacated Shasta View Street and also being North 21° 14' West 74.00 feet from the Southwest corner of Lot 1, Block 8, THE TERRACES; thence along the Northeasterly line of Laguna Street, North 21° 14' West 118.90 feet; thence Northeasterly along the arc of a 19.0 foot radius curve having a long chord which bears North 41° 39 3/4' East 33.83 feet, a distance of 41.72 feet; thence Southeasterly along the arc of a curve which has a radius of 115.84 feet and a long chord which bears South 54° 20½' East 83.42 feet, a distance of 85.34 feet; thence South 33° 14' East 43.42 feet to the most Northeasterly corner of that parcel described in Deed Volume M-75 at page 16322, Klamath County Deed Records; thence South 54° 13' 49" West, along the Northwesterly line of said parcel described in M-75 at page 16322, 87.50 feet to the point of beginning.

## EXHIBIT B

"This deed is an absolute conveyance, the grantor having sold the land to the grantee for a fair and adequate consideration, the consideration, in addition to that above recited, being full satisfaction of all obligations secured by the trust deed executed by James H. Schwartz to Transamerica Title Company as Trustee recorded in Book M83, page 9171, Official Records of Klamath County, State of Oregon.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between grantor and grantee with respect to the land."

James H. Schwartz

OTTON WAR

10/25/84 Soture Fiftie John Dinter Homm eff 7/17/88

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RETURN TO: TA FINANCIAL BOX 1269 KFO 97601

STATE OF OREGUN, )
County of Klamath )
Filed for record at request of

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