

MA: EARTH BIRTH COGNATE CHECK

FORM No. 240-DEED-ESTOPPEL (In lieu of foreclosure) (Individual or Corporate).

48357

P-31001

K-37734

STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

ESTOPPEL DEED

Vol. 185 Page 6513

THIS INDENTURE between Danny L. McKeen and Roberta L. McKeen, husband and wife hereinafter called the first party, and The State of Oregon by and through the Director of Veterans' Affairs hereinafter called the second party; WITNESSETH:

That the first party, the mortgage of trust deed recorded in the mortgage records of the county hereinafter named, in book/reel/ volume No. 185 page 6513 thereof or as fee/file/instrument/microfilm/reception No. 11,142,49, 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 Oregon, to-wit:

A tract of land situated in the SE1/4 of Section 21, Township 39 South, Range 10 E.W.M., more particularly described as follows:

Beginning at an iron pin on the North boundary of the County Road, said point being North a distance of 30.0 feet and East a distance of 1271.5 feet from the South quarter corner of said Section 21, thence North at right angles to the County Road a distance of 499.4 feet to an iron pin; thence North 84° 24' East a distance of 366.0 feet to an iron pin; thence South 1° 26' West a distance of 535.0 feet to an iron pin on the North boundary of the County Road; thence West along the North boundary of the County Road a distance of 350.9 feet more or less, to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year: 1964/1971; Make: Rex/Fleetwood; Serial Number: 5564/S12596; Size: 20x62/24x66.

IN WITNESS WHEREOF, the first party has hereunto set their hands and the second party has hereunto set their hands and the State of Oregon has hereunto set their hands and the Director of Veterans' Affairs has hereunto set their hands and the Seal of the State of Oregon is hereunto affixed, together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

(CONTINUED ON REVERSE SIDE)

Danny L. and Roberta L. McKeen
1772 York Way
Sparks, NV 89431
GRANTOR'S NAME AND ADDRESS
State of Oregon, Veterans' Affairs
700 Summer Street NE
Salem, OR 97310-1201
GRANTEE'S NAME AND ADDRESS
State of Oregon, Veterans' Affairs
700 Summer Street NE
Salem, OR 97310-1201
ATTN: CLAY
NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:

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/reel/volume No. on
page of as fee/file/instru-
ment/microfilm/reception No.
Record of Deeds of said county.
Witness my hand and seal of
County affixed.
NAME
By TITLE
Deputy

6514

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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none.
However, the actual consideration consists of or includes other property or value given or promised which is part of the 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 hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.
Dated April 12, 1985

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

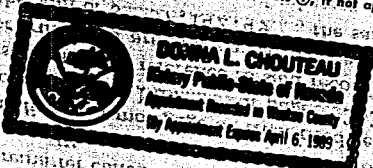
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF NEVADA,
County of Washoe

The foregoing instrument was acknowledged before me this 12th of April, 1985, by
Danny L. McKeen and
Robert L. McKeen

Donna R. Chouteau
Notary Public for Nevada

(SEAL) My commission expires April 6, 1989



STATE OF OREGON, County of

The foregoing instrument was acknowledged before me this 19, 19, by
president, and by
secretary of

Notary Public for Oregon
My commission expires:

corporation, on behalf of the corporation.

(SEAL)

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 2nd day of May A.D., 1985 at 11:11 o'clock A M, and duly recorded in Vol M85, of Deeds on page 6513.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK
by: Ann Smith, Deputy

APR 17 REC'D