

**CABF**

48700

ATE 28764  
ESTOPPEL DEED

Vol. 1485 Page 7076

THIS INDENTURE between JAMES F. BARTOW AND PENNY JO BARTOW, HUSBAND AND WIFE  
hereinafter called the first party, and the State of Oregon, by and through the Department of Veterans  
hereinafter called the second party; WITNESSETH:  
Whereas, the title to the real property hereinafter described is vested in the  
the lien of a mortgage or trust deed on the  
Affairs

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/reel/ volume No. M80 at page 931 thereof or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (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 \$ 38,696.25---, 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 of \_\_\_\_\_

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:

SEE ATTACHED

ELITE OF DECOY

The first part of the document is a list of names and addresses, which are arranged in two columns. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list includes names such as "John A. Smith", "Mary E. Jones", and "Robert L. Brown", along with their respective addresses in various cities and states.

BRUZZINGO DEVEUATMENT TO AERIAL VEHICLE AND  
CHECK WITH THE VEHICLE'S CILS ON COMING  
DESCENDING IN THE DISTANCE. A BLANK PHOTO  
PUBLICATION SET MAY BE MADE OF THE PHOTO  
THIS INFORMATION DOES NOT CONSTITUTE A

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Director

IN MILLER'S MEMORANDUM OF 1951, THE FIRST PART, WHICH DEALS WITH THE CONSTRUCTION OF THE CONSTITUTION, IS THE MOST IMPORTANT PART OF THE CONSTITUTION, AND THE SECOND PART, WHICH DEALS WITH THE CONSTRUCTION OF THE CONSTITUTION, IS THE MOST IMPORTANT PART OF THE CONSTITUTION.

together with all of the tenements, hereditaments and appurtenances

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

(CONTINUED ON REVERSE SIDE)

James F. Bartow and Penny Jo Bartow  
Rt. 5 Box 1082

Klamath Falls, Oregon

97601

Department of War

Department of Veterans' Affairs  
700 Summer St. Room 500

Salem, OR 97331

9/310

After recording return to: THE COMMUNITARIAN PARTY

Department of Veterans Affairs

3949 S. 6th St., Suite 102

Klamath Falls, OR 97603

NAME, ADDRESS, ZIP

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

Department of Veterans' Affairs

700 Summer St., N.E.

alem, OR 97310

NAME, ADDRESS, ZIP

~~STATE OF OREGON~~

County of

55

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. ....

page ..... or as fee/file/instrument/microfilm/reception No. ....

Witness my hand and seal of  
County affixed.

NAME

By \_\_\_\_\_ Deputy

29162 OK 1310  
100 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

7077  
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-  
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 5-3-1985

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 OREGON,  
County of Klamath

The foregoing instrument was acknowledged before me this 14th day of MAY, 1985, by  
James F. Bartow and  
Penny Jo Bartow

Notary Public for Oregon  
My commission expires 12-11-88

NOTE: The sentence between the symbols ( ) if not applicable, should be deleted. See ORS 92.030.

My commission expires 12-11-88

My commission expires 12-11-88

My commission expires 12-11-88

My commission expires 12-11-88

My commission expires 12-11-88

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My commission expires 12-11-88

My commission expires 12-11-88

My commission expires 12-11-88

My commission expires 12-11-88

James F. Bartow  
JAMES F. BARTOW

Penny Jo Bartow  
PENNY JO BARTOW

STATE OF OREGON, County of  
The foregoing instrument was acknowledged before me this  
1985, by  
president, and by  
secretary of

Notary Public for Oregon  
My commission expires  
(SEAL)

My commission expires

My commission expires

My commission expires

F - 7078

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point 950 feet North of the Southwest corner of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running East 119 feet; thence North 100 feet; thence West 119 feet; thence South 100 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 30 feet of the above described property conveyed to Klamath County for road purposes.

AND

A parcel of land situated in the SW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly line of Summers Lane with the South line of said Section 2; thence North 0° 04' West along the Easterly line of Summers Lane a distance of 30 feet; thence South 89° 32' East parallel with the South line of said Section 2 a distance of 208 feet; thence North 0° 04' West parallel with the Easterly line of Summers Lane a distance of 920 feet; thence North 89° 32' West parallel with the South line of said Section 2 a distance of 119 feet to a one-half inch iron pin marking the true point of beginning of this description; thence North 0° 04' West parallel with the Easterly line of Summers Lane a distance of 100 feet to a one-half inch iron pin; thence South 89° 32' East parallel with the South line of said Section 2 a distance of 35 feet; thence South 0° 04' East parallel with the Easterly line of Summers Lane a distance of 100 feet; thence North 89° 32' West parallel with the South line of said Section 2 a distance of 35 feet to the true point of beginning.

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 13th day of May A.D. 19 85  
at 11:43 o'clock A M, and duly  
recorded in Vol. N85 of Deeds  
Page 7076

**EVELYN BIEHN, County Clerk**

By Pam Smith Deputy

Fee 13.00