

OABE

50478

ESTOPPEL DEED

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THIS INDENTURE between Robert E. Day and Lorraine G. Day hereinafter called the first party, and the State of Oregon by and through the Department of Veterans' Affairs 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/reel/volume No. M78 at page 22302 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 \$34,001.03, 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:

The E½ of the NW¼ of the SE¼ of Section 32, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, RESERVING unto Grantor an easement for road and utility purposes over and across 30 feet along the Southerly boundary and a 90 foot easement for road and utility purposes as follows:

Beginning at the Southeast corner of the E½NW¼SE¼ of said Section 32, Township 40 South, Range 8 East of the Willamette Meridian, and extending 250 feet North.

ALSO a 60 foot road and utility easement over the existing road that traverses the above described property in a Northwesterly direction.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1977, Make/Barri, Serial Number/1020, Size/14x66.

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

(CONTINUED ON REVERSE SIDE)

Robert E. Day
3506 Anderson
Klamath Falls, Or. 97603

GRANTOR'S NAME AND ADDRESS

Department of Veterans' Affairs
700 Summer St. NE
Salem, Oregon 97310

GRANTEE'S NAME AND ADDRESS

After recording return to:

Department Of Veterans' Affairs
3949 S. 6th Street Suite 102
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Department of Veterans' Affairs
700 Summer St. NE
Salem, Oregon 97310

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.
County of _____

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 _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

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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 correct

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-
XXXXXXXXXX AND NOTHING MORE OR LESS THAN XXXXXXXXXXXX
XXXXXXX OF THE CONSIDERATION INCLUDES OTHER PROPERTY OR VALUE GIVEN OR PROMISED WHICH IS
XXXXXXXXXX

In construing this instrument,

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, a corporation, has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, and it has caused this instrument to be attested by its duly authorized officers, and it has caused this instrument to be executed on this day of _____, 20____, at _____, State of _____.

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 June 27th 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.

Robert E. Day
ROBERT E. DAY
Lorraine G. Day
LORRAINE G. DAY
OREGON, County of

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

STATE OF OREGON

County of Klamath } ss.

The foregoing instrument was acknowledged before me this 27th day of June, 1985, by

Robert E. Day and
 Lorraine E. Day
 May and Hardman
 Notary Public for Oregon

My commission expires: 12-11-88

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

(ORS 194.570)

~~STATE OF OREGON, County of~~

The foregoing instrument was acknowledged before me this _____, 19____, by _____

~~president, and by
.. secretary of~~

.. secretary of

corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for

Filed for record ..
this 28th day of June A. D. 1985 at 3:40 o'clock P M., and
duly recorded in Vol. 185 of Deeds on Page 00034

By Evelyn Biehn EVELYN BIEHN, County Clerk

~~Fee: \$9.00~~