470-49.798

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ESTOPPEL DEED - TRUST DEED Page 19463

GRANTOR:

Carol Gonzales, an unmarried woman

RELEASES AND CONVEYS TO

GRANTEE:

REAL ESTATE LOAN FUND OREG., LTD.

all that property situated in Klamath County, Oregon, described as follows:

Lot 32, Block 16, OREGON SHORES, in the County of Klamath, Oregon.

To have and to hold the above-described property unto said Grantee, its successors and assigns, forever free from all rights of the Grantor under the trust deed hereinafter described, but otherwise subject to the trust deed which shall remain alive solely for the purpose of protecting the title to the property against all intervening rights.

GRANTOR COVENANTS THAT:

Grantor is the owner of the premises free of all encumbrances except the trust deed executed to Grantee which is now in default and subject to immediate foreclosure, and Grantor will forever defend the described property against all lawful claims and demands of all persons except as to the trust deed.

Grantee has made demand upon the Grantor to pay the unpaid balance of the obligation secured by said security instrument. Grantor is unable to pay said obligation and has requested that Grantee accept an absolute Deed of Conveyance of the property in satisfaction of the obligation secured by said security instrument.

The true and actual consideration for this conveyance is the satisfaction by Grantee of the obligations secured by that certain trust deed executed by the Grantor, dated September 17, 1984, and recorded October 29, 1984, in Book M-84 on Page 18499 of the Records of Klamath County, Oregon, which shall be cancelled upon the recording of this deed. There was due and owing on the trust deed obligation at the time of the execution of this deed \$8,134.53, with interest thereon at the rate of 9-1/2% per annum from June 28, 1985, plus foreclosure expenses.

This deed is intended by Grantor as an absolute conveyance of all Grantor's right, title and interest in and to the above-described property to the Grantee and is not intended as a mortgage, trust conveyance or security instrument of any kind.

This deed does not effect a merger of the fee ownership and the trust deed described above. The fee and the lien shall hereafter remain separate and distinct.

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By acceptance from this deed, Grantee covenants and agrees that it shall forever forbear from taking any action whatsoever to collect against described, other than by foreclosure of that trust deed above any proceeding to foreclose the trust deed it shall not seek, obtain or permit a deficiency judgment against Grantor, its heirs or assigns, such rights and remedies being hereby waived.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above.

This deed is not given as a preference over any other creditor of the Grantor. Grantor has no creditors whose rights are prejudiced by this conveyance.

Grantor executed and delivers this deed and release of the property from the judgment lien freely and voluntarily and is not acting under any duress, undue influence, fraud, misapprehension as to the legal effect thereof, of misrepresentation by the Grantee, Grantee's agents, attorneys or any other person.

ORS 93.040 requires that the following statement shall be included in the body of an instrument transferring or contracting to transfer fee title to real property: "THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

Dated this day of Movem has been approved uses."
1985
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Carol Onalla D
Law Songales Carol Songala
STATE OF CALIFORNIA, County of As (Mull)
On the 10th County of Milliage)ss.
day of
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appeared CALOL COURAGE, personally
appeared CALOR GOWZAUS and and
acknowledged the foregoing instrument to be the
acknowledged the foregoing instrument to be their voluntary act
acknowledged the foregoing instrument to be their voluntary act OFFICIAL SEAL IAMADA II
acknowledged the foregoing instrument to be their voluntary act OFFICIAL SEAL TAMARA / FROWN NOIARY PUBLIC - CALIFORNIA
acknowledged the foregoing instrument to be their voluntary act and deed. OFFICIAL SEAL TAMARA / FROWN NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires SEP 12, 1985 Notary Public for California
acknowledged the foregoing instrument to be their voluntary act and deed. OFFICIAL SEAL TAMARA / FROWN NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires SEP 12, 1985 My Commission Form
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Real Estate Loan Fund, Oreg. Ltd.
P.O. Box 3729
Salem, OR 97302

STATE	OF OREGON:	COUNTY OF KLAMATH: ss.		
Filed fo	or record at record	antC		
FEE		of Deeds	o'clock P M., and duly reco	the <u>26th</u> day
· EE	\$9.00		Evelyn Biehn, Coun	ity Clerk In the
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