

## ESTOPPEL AFFIDAVIT

Everett J. McGilvray

FLB Loan Nos. 164854-1 &amp; 187797-2

Affidavit of Individuals Giving Deed in Lieu of Foreclosure:

STATE OF OREGON                    )  
   ) ss.  
 COUNTY OF KLAMATH                )

Everett J. McGilvray and Shirley A. McGilvray, husband and wife, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed ~~to~~ The Federal Land Bank of Spokane, a corporation, dated the 11 day of July, 1986, conveying the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Klamath, State of Oregon, as subject to rights of way and easements for roads, utilities, and irrigation ditches as same exist or appear of record, ~~and~~, reservations and restrictions of record.

Together with all water and water rights used upon or appurtenant to said property and/or shares of stock or water in any ditch or irrigation company which, in any manner, entitles affiants to water and any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said property to the grantee named therein and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey, to the grantee therein all of their right, title, and interest absolutely in and to said property; and that possession of said property has been surrendered to the grantee.

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof and acted freely and voluntarily and not under coercion or duress.

That aforesaid deed was not given as a preference against any other creditors of the affiants; that at the time it was given there was no other person or persons, firms or corporations, other than the grantee therein named, interested either directly or indirectly in said property; that neither the property nor any portion thereof is subject to any oral or written lease, listing agreement for sale, or other possessory right of any third party; that the affiants are solvent and have no other creditors whose rights would be prejudiced by such conveyance; and that affiants are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in said deed.

That the consideration for the deed is grantee's covenant that it shall assume affiants' obligations to pay the real property taxes on this property, title insurance costs, and recording fees incurred in connection with this conveyance and shall forbear from obtaining any deficiency judgment against the affiants on the indebtedness evidenced by the promissory note secured by the mortgages executed by grantors to the Federal Land Bank of Spokane dated June 7, 1976, and

recorded June 14, 1976, in M76, Page 8757, and dated April 21, 1981, and recorded April 30, 1981, in M81, Page 7668, both reamortized by Mortgage Reamortization Agreement dated December 19, 1983, and recorded January 6, 1984, in M84, Pages 313 and 311, respectively, Microfilm Records of Klamath County, Oregon. At the time of making the deed, affiants believed and now believe that the consideration represents the fair value of the property.

That affiants declare that prior to the execution of this Estoppel Affidavit and the Deed, the affiants apprised themselves of sufficient relative data, either through experts or other sources of their own selection, including their attorney, in order that the affiants might exercise their own judgment in deciding upon the contents of this Estoppel Affidavit and Deed and whether to execute the Estoppel Affidavit and Deed.

This affidavit is made for the protection and benefit of the grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Everett J. McGilvray  
Everett J. McGilvray

Shirley A. McGilvray  
Shirley A. McGilvray

STATE OF OREGON )  
County of Klamath ) : ss.

On this 11<sup>th</sup> day of July, 1986, before me personally appeared EVERETT J. MCGILVRAY, known to me to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.

**TRUDIE DURANT**  
NOTARY PUBLIC - OREGON  
My Commission Expires \_\_\_\_\_

Trudie Durant  
Notary Public for the State of Oregon  
Residing at 425 Main - R. Falls, Ore.  
My commission expires 9/30/89

STATE OF OREGON )  
County of Klamath ) : ss.

On this 11<sup>th</sup> day of July, 1986, before me personally appeared SHIRLEY A. MCGILVRAY, known to me to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.

**TRUDIE DURANT**  
NOTARY PUBLIC - OREGON  
My Commission Expires \_\_\_\_\_

Trudie Durant  
Notary Public for the State of Oregon  
Residing at 425 Main - R. Falls, Ore.  
My commission expires 9/30/89

PARCEL 1

Government Lot 7, 8, 9 and 11 in Section 9, Township 31 South, Range 9 East of the Willamette Meridian, lying Northerly of Lamm Crossing, an existing road and Government Lots 1, 2, 3, 4, 5, 6, SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 31 South, Range 9 East of the Willamette Meridian, lying Northerly of Lamm Crossing, an existing road.

EXCEPTING THEREFROM a portion of the SW $\frac{1}{4}$  of said Section 10 being more particularly described as follows:

Beginning at the Southeast corner of said SW $\frac{1}{4}$ ; thence South 89°52'55" West along the South line of said Section 10, 1065.11 feet to the Northerly right of way line of said Lamm Crossing; thence North 48°00'13" West along said right of way line, 396.78 feet; thence North 01°09'39" West, 1050.67 feet to the North line S $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 10; thence North 89°56'54" East along said North line S $\frac{1}{4}$ SW $\frac{1}{4}$ , 1352.43 feet to the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 01°15'22" East along the East line of said SW $\frac{1}{4}$ , 1315.26 feet to the point of beginning.

PARCEL 2

Township 30 South, Range 9 East of the Willamette Meridian.  
 Section 8: S $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ .  
 Section 9: S $\frac{1}{4}$ SW $\frac{1}{4}$ .  
 Section 16: W $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ .  
 Section 17: E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

PARCEL 3

Township 30 South, Range 9 East of the Willamette Meridian.  
 Section 16: NW $\frac{1}{4}$ SW $\frac{1}{4}$ .  
 Section 17: E $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ .

Return to:  
 Federal Land Bank  
 900 Klamath Avenue  
 Klamath Falls, Oregon 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
 of July \_\_\_\_\_

FEE \$13.00

A.D. 19 86 at 12:20 o'clock P M., and duly recorded in Vol. M86  
 of Deeds on Page 12274

Evelyn Biehn, County Clerk  
 By *[Signature]*