

65776

STOPPEL DEED

Vol. 1886

Page 16306

THIS INDENTURE between CAROL B. MURRAY hereinafter called the first party, and LaDONNA McADON and KEITH ARDELL McADON, wife and husband, 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. M84 at page 10003 thereof, 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 \$38,606.50, 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:

Lot 6, Block 29, Klamath Falls Forest Estates, Highway 66 Unit No. 2, Klamath County, Oregon Clerk. RLVIE OF OREGON according to the official plat thereof on file in the office of the

COOK'S EXAMINING DEPARTMENT TO ACQUIRE THE BOARD AGENT'S LICENSE. SHORTLY CHECK WITH THE VOLUNTARILY CIL ON THE 1981 AND 1982 REGISTRATION. BEFORE SIGNING OR ACCEPTING ANY ASSIGNMENT IN A POSITION OF VOLUNTARY CIL AND THIS ASSIGNMENT MUST NOT VIOLATE ONE OF THE PROBLEMS OF

IM WITNESSETH WHEREON the first party hereby states and agrees that the mortgage or trust deed which is the subject of this deed is now in default and the first party is unable to pay the same and the second party has agreed to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage or trust deed. The first party hereby states and agrees that the mortgage or trust deed which is the subject of this deed is now in default and the first party is unable to pay the same and the second party has agreed to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage or trust deed.

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

(CONTINUED ON REVERSE SIDE)

STATE OF OREGON, County of

I certify that the within instrument was received for record on the day of 19 at o'clock A.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 of

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Keith A. and LaDonna McAdon 2346 Radcliffe St., Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

By Deputy

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

same as above

TO HAVE AND TO HOLD the above described

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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

that the first party will warrant and forever defend the title to the above described premises against the lawful claim of all persons.

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 as follows:

However, the actual consideration consists of _____ part of the _____ consideration (indicate the whole _____)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 38,606.50

In construing this instrument, it is understood and agreed that the singular pronoun may be more than one person; that if the context so requires, the word "person" shall be construed in the plural; that the singular pronoun may be more than one person; that if the context so requires, the word "person" shall be construed in the plural; that, generally, all words and phrases shall be construed in their plain and ordinary meaning.

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, it has caused its corporate name to be signed hereunto by order of its Board of Directors

Dated _____

...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 September 8, 1986

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAWS AND REGULATIONS. BEFORE SIGNING THIS INSTRUMENT, THE PERSON SIGNING SHOULD READ THE PROPERTY SHEET.

Dated _____ September 8, 19 86
 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.
 (If the signer of the above is a corporation use the form of acknowledgment on the reverse side of this form.)

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

STATE OF OREGON

STATE OF OREGON

County of Klamath } ss. STATE OF OREGON, County of _____) ss.
The foregoing instrument was acknowledged before me this 10 day of September, 1986, by _____, by _____, president, and by _____, secretary of _____.

(SEAL) *Orlin M. Farney*
 Notary Public for Oregon
 My commission expires: *2-15-89*
 NOTE—The space between the symbols ®, if not applicable, should be deleted. See ORS 93.040.
 (SEAL)

(If executed by a corporation
affix corporate seal)

STATE OF OREGON: COUNTY OF KLAMATH:
Filed for record

Filed for record at request of
of September

A.D., 19 86 at 11:40 o'clock A M., and duly recorded in Vol. 386 day of Deeds on Page 16306

FEE \$14.00

on Page _____
Evelyn Ziehn,
R

By _____ County Clerk