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ESTOPPEL DEED

Vol. 184 Page 17912

STEVENS-HESS LAW FIRM, CO., PORTLAND, OR 97204

**THIS INDENTURE** between JAMES P. O'SHEA  
hereinafter called the first party, and DAVID W. STARNES and DORIS M. STARNES  
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 ~~bank mortgage~~ trust deed recorded in the mortgage records of the county hereinafter named, in book/reel/ volume No. M82 at page 14300 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 \$7,022.00 <sup>plus interest</sup>, 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 Oregon to-wit:

Lot 7, Block 5, SOUTH CHILOQUIN ADDITION to the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

CLERK OF OREGON

Not the same as the one in the office of the County Clerk of Oregon.

COPIES OF THIS INSTRUMENT TO BE FILED IN THE OFFICE OF THE CLERK OF OREGON, PORTLAND, OREGON, AND IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Dated 20th day of October, 1986

**IN WITNESS WHEREOF**, the first party has hereunto set his hand and seal, and the second party has hereunto set their hands and seals, at the County of Oregon, State of Oregon, on the day and date first above written.

James P. O'Shea  
\_\_\_\_\_  
James P. O'Shea

David W. Starnes and Doris M. Starnes  
\_\_\_\_\_  
David W. Starnes and Doris M. Starnes

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

(CONTINUED ON REVERSE SIDE)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Robert S. Hamallson  
292 Main Street  
Klamath Falls, Ore 97601

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 1986 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.

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

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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 \$377.00 judgment, Donna Michael vs. James Patrick O'Shea, and accrued real property taxes on said property.

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 \$ debt forgiveness of  
 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) debt

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 September 25, 1986

James P. O'Shea  
 James P. O'Shea also known as  
 James Patrick O'Shea

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 this above is a corporation, use the form of acknowledgment opposite.)

**STATE OF OREGON**,  
 County of Klamath  
 The foregoing instrument was acknowledged before me this 25 day of September, 1986, by James P. O'Shea also known as James Patrick O'Shea

**STATE OF OREGON**, County of \_\_\_\_\_ ) ss.  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, president, and by \_\_\_\_\_, secretary of \_\_\_\_\_

Notary Public for Oregon  
 My commission expires: 7/26/87

Notary Public for Oregon  
 My commission expires: \_\_\_\_\_

NOTES: The signature between the symbols @, if not applicable, should be deleted. See ORS 93.030.  
 (If executed by a corporation, affix corporate seal.)

**STATE OF OREGON: COUNTY OF KLAMATH:** ss.

Filed for record at request of October A.D., 19 86 at 3:05 o'clock P. M., and duly recorded in Vol. MS6, of Deeds on Page 17912

FEE \$14.00

By Evelyn Biehn, County Clerk  
Sam Smith