

THIS INDENTURE BETWEEN MELVIN L. HURELBRINK, hereinafter called Grantor, and SOUTH VALLEY STATE BANK, an Oregon banking corporation, hereinafter called Grantee:

R E C I T A L S:

A. On or around March 25, 1983, Melvin L. Hurelbrink executed and delivered to Certified Mortgage Company his Promissory Note in the sum of \$17,500.00 with interest thereon at the rate of 16% per annum from March 25, 1983 until paid. At the same time and place, Melvin L. Hurelbrink executed and delivered his Trust Deed on real property in Klamath County, Oregon for purposes of securing the above described Promissory Note. Said Trust Deed was recorded in the Official Records of Klamath County, Oregon on March 23, 1983 at Volume M83, page 4561.

B. Said beneficial interest in said Trust Deed was subsequently assigned to Lillian Stewart, by way of Assignment of Trust Deed by Beneficiary, dated March 25, 1983, recorded March 28, 1983 at Volume M83-4563, Deed Records of Klamath County, Oregon. Said beneficial interest was subsequently assigned by Lillian Stewart to Certified Mortgage Co. by way of Assignment of Trust Deed by Beneficiary dated January 23, 1984, recorded January 24, 1984 at Volume M84-1320, Deed Records of Klamath County, Oregon. Said beneficial interest was subsequently assigned by Certified Mortgage Co. to South Valley State Bank by way of Assignment of Trust Deed by Beneficiary, dated January 23, 1984, recorded January 24, 1984 at Volume M84-132, Deed Records of Klamath County, Oregon.

C. Grantor is presently in default on his obligation to Grantee, which holds the beneficial interest in the Trust Deed securing the above described obligation. Foreclosure action has been commenced in the Circuit Court of the State of Oregon for the County of Klamath, Case Number 86-414 CV.

D. Grantor has requested Grantee to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantee as acceded to said request.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said Promissory Note and Trust Deed and relinquishment of any claims whatsoever, Grantor does hereby grant, bargain, sell and convey to Grantee the following described property, to-wit:

Government Lot 2 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 16, Township 34 South, Range 7 East of the Willamette Meridian, lying West of Highway 97, in the County of Klamath, State of Oregon.

The Grantor covenants that by this conveyance it is conveying all its right, title and interest to said premises,

Att.
BRANDSNESS & HUFFMAN, P.C.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601

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including but not limited to any redemption rights and that it is not acting under any misrepresentations, duress or undue influence by Grantee.

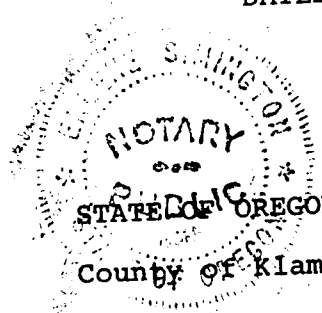
The true and actual consideration for this transfer is cancellation of the debt in the above-described Promissory Note and Trust Deed.

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.

IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

DATED this 16 day of Jan, 1986.

Melvin L. Hurelbrink
Melvin L. Hurelbrink



)
) ss.
)
County of Klamath)

Personally appeared the above-named Melvin L. Hurelbrink, an individual, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Evelyn Biehn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-29-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 23rd day
of January A.D., 19 87 at 3:55 o'clock P M., and duly recorded in Vol. M87
of _____ on Page 1177
_____ Deeds
By Evelyn Biehn, County Clerk

FEE \$14.00

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2. ESTOPPEL DEED
86-12-10a