ORM Ne. 240-DIED-ESTOPPEL (In lieu of fored)		Vn	1.187	Daga	1640
•	ESTOPPEL DEEL	•	/	Page_	1644
hereinafter called the first party, a hereinafter called the second party Whereas, the title to the rei the lien of a mortgage or trust de <u>xplores</u> No <u>M85</u> at page (state which), reference to said re or trust deed are now owned by the sum of \$.20,420.50, th immediate foreclosure, and wher	al property hereinafter describ eed recorded in the mortgage of 9423thereof or as fee/ ecords hereby being made, and the second party, on which no he same being now in default eas the first party, being una eyance of said property in sat accede to said request. In the consideration hereinafte id mortgage or trust deed and s hereby grant, bargain, sell a described real property situat wit:	ed is vested in for records of the co 'file/instrument/ d the notes and in otes and indebte and said mortga ble to pay the sa isfaction of the in- er stated (which t the surrender	ee simple in unty hereina microfilm/M ndebtedness dness there ge or trust of me, has req indebtedness includes the thereof man the second	the first part fter named, wapption No. secured by is now owin leed being n uested the s secured by e cancellatio	ty, subject to in book/rscl/ 50154 said mortgage of and unpaid how subject to econd party to said mortgage on of the notes n Full" to the
GRANTOR'S NAME GRANTOR'S NAME GRANTOR'S NAME GRANTEE'S NAME After recording return to: ALBERT AND LOUISE IZS N. LAGUNA KLAMATTH FALLS NAME, AD	E AND ADDRESS E AND ADDRESS E AND ADDRESS BOW DE ROW	PURTERARCES THER NREVERSE SIDEI SPACE RESERVED FOR RECORDER'S USE	STATE O County I cert was receiv of in book/r page	F OREGON of	within instrumen d on the
RLITTITI NAME, AD	MRESS, ZIP ents shall be sent to the following address. E BONDEROW		нам Ву		TITLE Dept

TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns for 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 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 in-

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$To convey title only <sup>O</sup>However, the actual consideration consists of or includes other property or value given or promised which is

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

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

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FEE

\$14.00

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED 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. > Merbal Nei × Suban Kay (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, (ORS 194.570) STATE OF OREGON, County of Blamath County of KLAMAT The foregoing instrument was acknowledged before me this The foregoing instrument was acknowledged before , 1987, by SUSAN KAY Fitz patrick me this JANUARY 30, 1987, by MICHAEL NOIL FITZPATRICK president, and by Allayne Donnelly-Becker corporation, on behalf of the corporation. Notary Public for Oregon (SEAL) My commission expires: 4-11-88 My commission expires: 4/8/89 NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030. ٢, 17 STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of . of February A.D., 19 **87** \_ at \_\_ 8:52 the o'clock <u>A</u> M., and duly recorded in Vol. <u>M87</u> 3rd day of Deeds

\_ on Page \_\_\_\_1644

County Clerk

Evelyn Biehn,

Bv