

FEB 04 1987

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K-39381  
ESTOPPEL DEED

Vol. 1187 Page 3526

**THIS INDENTURE** between Calvin Williams  
hereinafter called the first party, and the State of Oregon by and through the Director of Veterans'  
hereinafter called the second party; **WITNESSETH:** Affairs

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. M81/M85 at page 9611/12680 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 \$41,907.78 —, 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:

A tract of land in the County of Klamath, State of Oregon, more particularly  
described as follows:

Beginning at a point on the East and West quarter line which lies North 88°57'  
East a distance of 1084.5 feet from the iron axle which marks the one quarter  
section corner common to Sections 10 and 11, Township 39 South, Range 9 East  
of the Willamette Meridian and runs thence: continuing North 88°57' East along  
the East and West quarter line a distance of 135 feet to an iron pin; thence  
North 1°12' West parallel to the West section line of said Section 11 a distance  
of 331.4 feet to a point; thence South 88°57' West parallel to the East and  
West quarter line a distance of 135 feet to a point; thence South 1°12' East  
a distance of 331.4 feet, more or less, to the point of beginning, being in  
the S½ SW¼ NW¼ of Section 11, Township 39 South, Range 9 East of the Willamette  
Meridian.

**EXCEPTING THEREFROM** any portion lying within Winter Avenue.

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

(CONTINUED ON REVERSE SIDE)

Calvin Williams

Box 5275

Klamath Falls, OR 97601

Department of Veterans' Affairs

700 Sumner St. NE

Salem, OR 97310-1201

After recording return to:

Department of Veterans' Affairs

700 Sumner St. NE Attn: Steve Vaught

Salem, OR 97310-1201

NAME, ADDRESS, ZIP

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

Department of Veterans' Affairs

700 Sumner St. NE

Salem, OR 97310-1201

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of and Klamath ss.

I certify that the within instrument

second book of was received for record on the day

at

o'clock P.M., and recorded

in book/reel/volume No. on

page of the or as fee/file/instru-

ment/microfilm/reception No.

Record of Deeds of said county.

Witness my hand and seal of

County affixed.

and proper exch.

By

Deputy

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 None

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 \$ None

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) None

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 February 2, 1987

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.

CALVIN WILLIAMS

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

STATE OF OREGON, County of Klamath ss. STATE OF OREGON, County of Klamath ss.

County of Klamath ss.

The foregoing instrument was acknowledged before me this 2 day of February, 1987, by Calvin Williams

The foregoing instrument was acknowledged before me this 19 day of February, 1987, by Calvin Williams, president, and by [blank], secretary of [blank] corporation, on behalf of the corporation.

Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires 1-22-88 My commission expires: [blank]

NOTE: The sentence between the symbols @ if not applicable, should be deleted; See ORS 93.030.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of March A.D., 19 87 at 1:38 o'clock P. M., and duly recorded in Vol. M87, of Deeds on Page 3526

FEE \$14.00

Evelyn Biehn, County Clerk  
By [Signature]