

72210

ATC 30740
ESTOPPEL DEED

STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

Vol. M87 Page 3860

THIS INDENTURE between Peggy L. Myrick, a married woman who took title as Peggy Louise Blofsky
hereinafter called the first party, and Western Bank, an Oregon Banking Corporation
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. M-81 at page 6942 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 \$ 21,288.07, 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 22, Block 2, Stewart Addition, in the County of Klamath, State of Oregon.

Together with all improvements now located thereon, including but not limited to
(1) one 1975 Merry Home Mobile Home, 24'X66', License No. X115748, Serial No. 144X756S517UX.

Subject to:

- 1) Klamath County 1986-87 real property taxes in the amount of \$131.49 plus interest
 - 2) Klamath County 1986-87 personal property (Mobile home) taxes in the amount of \$360.36 plus interest
 - 3) City of Klamath Falls sewer lien with a present balance of \$918.86, plus interest
- all of which second party hereby assumes and agrees to pay.

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;
(CONTINUED ON REVERSE SIDE)

Peggy L. Myrick

734 N.W. Hill

Bend, Oregon 97701

GRANTOR'S NAME AND ADDRESS

Western Bank

290 South 4th Street

Coos Bay, Oregon 97420

GRANTEE'S NAME AND ADDRESS

After recording return to:

Western Bank

PO Box 1377

Coos Bay, Oregon 97420

NAME, ADDRESS, ZIP

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

Western Bank

P.O. Box 1377

Coos Bay, Oregon 97420

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of , 19 , 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.

NAME

TITLE

By Deputy

U.S. BOX TELL

TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever.

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 as stated above and conditions, restrictions as shown on the recorded plat of Stewart Addition and Regulations, including assessments and utility assessments of the City of Klamath Falls.

restrictions as shown on the recorded plat
levies, liens and utility assessments of the City of Klamath Falls,
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
first party, which the first party may have therein, and not as a mortgage, trust deed

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 and that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or assigns, and that at this time there are no other creditors of the first party and that at this time there are no other persons claiming directly or indirectly in

that in executing this deed the first party was not influenced by the second party, or second parties,
any duress, undue influence, or misrepresentation by the second party, or second parties, 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-
directly, in any manner whatsoever, except as aforesaid.

The consideration for the transfer stated in terms of dollars, is \$ 21,228.07

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 21,428.00

[illegible]

out of the consideration (hereinafter referred to as the "whole")

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 authorized by order of its Board of Directors.

authorized thereunto by order of its Board of Directors.
Dated March 4, 19 87.
(X) Kyrz Louise Profsky
President

THIS INSTRUMENT DOES NOT GUARANTEE THAT A 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.

STATE OF OREGON,

County of _____ Desc _____

The foregoing instrument
March.....

The foregoing instrument was acknowledged before me on this _____ day of _____, 19____, at _____, _____, _____, California.

March _____, 1987 by _____

Peggy Louise Blofsky now known as
- I Murdock -

Peggy L. Myrick

Notary Public for Oregon

My commission expires: 11-2-60

NOTE—The sentence between the symbols © and ® was omitted.

(ORS 194.570)

STATE OF OREGON, County of _____

The foregoing instrument was acknowledged before me and

The foregoing _____
of 19____, by _____

_____ and by _____

..... president, and by

secretary of _____

Secretary of the

corporation, on behalf of the corporation

corporation, on behalf of the

[illegible]

Order (SEAL)

for Oregon (SEAL)

aspires: *...the*

Expires: _____ (If executed by a corporation, attach corporate seal)

affix corporate seal

STATE OF OREGON: COUNTY OF KLAMATH.

STATE OF OREGON, COUNTY OF _____, the _____ day of _____, 1987.

Filed for record at request of March A.D. 19 87 at 12:44 o'clock P M., and duly recorded Page 3860

of _____ of _____ Deeds _____ Evelyn Biehn, _____ County Clerk _____

\$14.00

FEE \$14.00

FEE

1998