

72446

## ESTOPPEL DEED

Vol. M87 Page 4358

THIS INDENTURE BETWEEN ROY A. LLOYD and TERESA L. LLOYD, husband and wife, hereinafter called Grantors, and TRENDWEST DEVELOPMENT COMPANY, an Oregon corporation, hereinafter called Grantee:

## R E C I T A L S:

A. On October 15, 1981, Certified Mortgage Co., an Oregon Corporation, sold to Grantors under a Real Estate Contract, including the terms and provisions thereof, the hereinafter described real property. Said Real Estate Contract was recorded on October 15, 1981, in Vol. M-81 at Page 18156, Deed Records of Klamath County, Oregon; the Vendors interest in said contract was conveyed to Grantee by Assignment of Contract and Deed dated January 15, 1986, recorded February 5, 1986 in Volume M-86, page 2290, Microfilm Records of Klamath County, Oregon, which Real Estate Contract is in default and subject to immediate foreclosure.

B. Grantors have requested Grantee to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantee has 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 Real Estate Contract and relinquishment of any claims whatsoever, Grantors do hereby grant, bargain, sell and convey to Grantee the following described property, to-wit:

The North 60 feet of the South 295 feet of Lot 6, GIENGER HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Grantors covenant that, by this conveyance, they are conveying all their right, title and interest to said premises, including but not limited to any redemption rights and that they are 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 Real Estate Contract.

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 use.

IN WITNESS WHEREOF the Grantors above-named have executed this instrument.

DATED this 16<sup>th</sup> day of March, 1987.

Roy A. Lloyd

Teresa L. Lloyd

BRANDSNESS & HUFFMAN, P.C.

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

411 PINE STREET  
KLAMATH FALLS, OREGON 97601

1. ESTOPPEL DEED

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STATE OF OREGON )  
County of Klamath )

ss. March 16, 1987.

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Personally appeared the above-named ROY A. LLOYD and  
TERESA L. LLOYD, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act. Before me:



William K. Miller  
Notary Public for Oregon  
My Commission Expires: 9-16-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brandsness & Brandsness P.C. the 17th day  
of March A.D., 19 87 at 3:11 o'clock P. M., and duly recorded in Vol. M87  
of Deeds on Page 4358

FEE \$14.00

Evelyn Biehn, County Clerk  
By Pam Smith

Red.  
**BRANDSNESS & HUFFMAN, P.C.**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
411 PINE STREET  
KLAMATH FALLS, OREGON 97601  
2. ESTOPPEL DEED