

OK

ESTOPPEL DEED

79112

THIS INDENTURE between WILLIAM C. NYGREN, hereinafter called the first party, and ELDIN CARTER, HAZEL CARTER, CHARLES CARTER and TINA CARTER, 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-78 at page 6831 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 \$98,546.92, 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:

PARCEL 1: NE1/4NE1/4, Section 36, Township 38 S., R. 10 E.W.M., EXCEPTING THEREFROM the following-described property: Beginning at a point which is the SW corner of the NE1/4NE1/4, running thence due E. along the quarter section line between the NE1/4NE1/4 and the SE1/4NE1/4 815 feet to a point; thence N. 31°47'22" W. 1,547.08 feet; thence due S. along the quarter section line between the NE1/4NE1/4 and the NW1/4NE1/4 1315 feet to the point of beginning, all being in the NE1/4NE1/4, Section 36, Township 38 S., R. 10 E.W.M. The SE1/4SE1/4, Section 25, Township 38 S., R. 10 E.W.M., and that part of the NE1/4SE1/4, Section 25, Township 38 S., R. 10 E.W.M., lying S. of the Oregon, California & Eastern Railway right of way. That portion of the SW1/4NE1/4, Section 31, Township 38 S., R. 11 1/2 E.W.M., lying southerly of the S. line of the Klamath Falls-Lakeview Highway as presently established. Government Lots 2 and 3, EXCEPT that portion of Lot 2 conveyed to California Oregon Power Company by deed recorded March 21, 1952, in Deed Volume 253, Page 538, in Section 31, Township 38 S., R. 11 1/2 E.W.M. The SE1/4NW1/4, Section 31, Township 38 S., R. 11 1/2 E.W.M., EXCEPTING THEREFROM that portion lying N. of the Klamath Falls-Lakeview Highway.

(DESCRIPTION CONTINUED ON REVERSE)

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

(CONTINUED ON REVERSE SIDE)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Re. Nelson

NAME, ADDRESS, ZIP

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

Eldin Carter, et al

3240-1992nd NW
ANOKA, MN, 55303

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of }

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

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 trust deed to Klamath First Fed. Sav. & Loan recorded Feb. 1, 1977, Book M-77, Page 1846; mortgage to The Federal Land Bank, recorded Feb. 1, 1977, Book M-77, Page 1780; 87-88 taxes; 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 \$39,910.00.

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

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 September 8, 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.

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

STATE OF OREGON,

County of KLAMATH

The foregoing instrument was acknowledged before me this September 8, 1987, by

WILLIAM C. NYGREN

Notary Public for Oregon
My commission expires: 5/13/89

(ORS 194.570)

STATE OF OREGON, County of) ss.

The foregoing instrument was acknowledged before me this

, 19 , by

president, and by

secretary of

a corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

NOTE—The sentence between the symbols Ⓞ, if not applicable, should be deleted. See ORS 93.030.

(DESCRIPTION CONTINUED:) PARCEL 2: Beginning at the SW corner of the NE¹/₄NE²/₄ Section 36, Township 38 S., R. 10 E.W.M.; thence E. along the southerly line of said NE¹/₄NE²/₄ 815 feet to a point; thence N. 31°47'22" W. 773.54 feet to a point; thence S. 31°47'22" W. 773.54 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of the 10th day of September A.D. 19 87 at 8:39 o'clock A.M., and duly recorded in Vol. 187 of Deeds on Page 16413.

Evelyn Biehn, County Clerk

By

FEE

\$14.00