

80202

ESTOPPEL DEED

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THIS INDENTURE between KATHLEEN QUINN, formerly known as Kathleen Quinn-Harlan hereinafter called the first party, and ROBERT F. MEST, JR. and BRADFORD J. ASPELL hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in Robert F. Mest, Jr. and Bradford J. Aspell as tenants in common, subject to an unrecorded contract including the terms and provisions thereof dated October 6, 1981, a Memorandum of which was recorded October 7, 1981 in Book M81 at page 17723, Mortgage Records of the county hereinafter named, reference to said record hereby being made, and the indebtedness created by said Contract of Sale are now owned by the second party on which there is now due and unpaid the sum of \$23,235.00, the same being now in default and the Contract of Sale now being 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 created by the contract and the second party does now accede to said request.

NOW, THEREFORE, for the consideration hereinfater stated which includes the cancellation of the Contract of Sale 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 their heirs, successors and assigns, all of the following described real propety situate in Klamath County, State of Oregon, to wit:

Lot 12, Block 112, BUENA VISTA ADDITION, in the City of Klamath Falls, and according to the plat of record in the office of the County Clerk, Klamath County, State of Oregon.

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

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

And the first party, for herself and her heirs and legal representatives, does covenant to and with the second party, their heirs, successors and assigns, that the first party is lawfully seized of the property by right of the Contract of Sale heretofore mentioned, free and clear of incumbrances except said Contract of Sale and further accept property taxes from 7-1-87

through date of filing of this document: 10/87.

* New tax figures to be released after 10/15/87.

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

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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 \$ -0-.

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 corporation 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.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY 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.

Dated 30 September, 1987.

Kathleen Quinn
Kathleen Quinn

STATE OF WASHINGTON)

County of King) ss.

The foregoing instrument was acknowledged before me this 30th September, 1987, by Kathleen Quinn.

After recording return to
CRANE & BAILEY
296 Main Street
Klamath Falls, OR

Stephanie G Benson Greer
Notary Public for Washington
My commission expires:

5/9/91

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Crane & Bailey, Attorneys the 6th day of October A.D., 19 87 at 3:54 o'clock P. M., and duly recorded in Vol. M87 of Deeds on Page 18208.

FEE \$15.00

Evelyn Biehn,
By RAm Smith County Clerk