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83583

ESTOPPEL DEED

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THIS INDENTURE between Marvin & Paula Neet P.O. Box 73 Crescent, OR 97733
hereinafter called the first party, and Boyd & Priscilla Mabry 420 E. 9th St. Bandon, OR 97411
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. n/a at page n/a thereof or as fee/file/instrument/microfilm/reception No. n/a (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 \$ 6114.93, 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 Coos County, State of Oregon, to-wit: A PARCEL OF LAND containing 1.14 acres in gross area,

lying NORTH of Crescent Lake Cutoff Road, situated in the NE part of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 25, T. 24 S., R. 8 E., W.M., Klamath County, Oregon, and more particularly described as follows:

BEGINNING AT A POINT along the East Line of said Section 25, from which the N/16 Corner common to said Section 25 and Section 30 bears N 00° 06' 59" E 800.00 feet; said P.O.B. is witnessed by a #5 steel rod bearing S 89° 36' 33" W 30.00 feet;

THENCE along the East Line of Section 25, S 00° 06' 59" W 225.00 feet to a point bearing S 89° 36' 33" W 30.00 feet;

THENCE along a line parallel with the N/16 Line of Section 25, S 89° 36' 33" W 220.00 feet;

THENCE along a line parallel with the East Line of Section 25, N 00° 06' 59" E 225.00 feet to a point, a #5 steel rod;

THENCE along a line parallel with the N/16 Line of Section 25, N 89° 36' 33" E 220.00 feet to the Point of Beginning.

There is included within these bounds an access and utility easement 30 feet in width, lying along the East Line of Section 25, leading from the South bound to the North bound hereof.

There is included with this parcel an access and utility easement 30 feet in width, lying along the East Line of Section 25, leading from Crescent Lake Cutoff Road to the South bound hereof.
together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(CONTINUED ON REVERSE SIDE)

Marvin & Paula Neet

P.O. Box 73

Crescent, OR 97733

GRANTOR'S NAME AND ADDRESS

Boyd C. & Priscilla B. Mabry

430 E. 9th

Bandon, OR 97411

GRANTEE'S NAME AND ADDRESS

After recording return to:

Boyd C. & Priscilla B. Mabry

430 E. 9th

Bandon, OR 97411

NAME, ADDRESS, ZIP

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

Boyd C. & Priscilla B. Mabry

430 E. 9th

Bandon, OR 97411

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/volumes 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

JAN 19 AM 10 21

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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

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 \$
 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ①

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 and the neuter and the feminine; 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 1-13-88, 1988

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 Deschutes

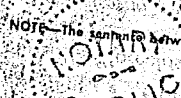
The foregoing instrument was acknowledged before me this January 13, 1988, by C. Malvern Neef and Paula D. Neef

Karen Watters

Notary Public for Oregon

(SEAL)

My commission expires: 5-4-91



NOTE: The symbol between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

(ORS 194.570)

STATE OF OREGON, County of

The foregoing instrument was acknowledged before me this

, 19, by

president, and by

secretary of

corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of

of January

A.D., 19 88

at

10:21

o'clock

A

M., and duly recorded in Vol.

the

18th

day

on Page

861

M88

FEE \$15.00

Evelyn Biehn,

By

County Clerk

Paul D. Neef