

2/24/88

FORM No. 240—DEED—ESTOPPEL (In lieu of foreclosure) (Individual or Corporate).

P-63656

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

SBP APR 12 1988

CK

8653i

Aspen 31950  
ESTOPPEL DEED

Vol. M88 Page 6231



THIS INDENTURE between Roger L. Bridges and Paulletta Bridges, husband & wife hereinafter called the first party, and the State of Oregon by and through the Director of Veterans' Affairs 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. M83 at page 7057 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 \$41,783.25 --, 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:

A parcel of land situate in Section 9, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Commencing at a 5/8 inch iron pin marking the Southwest corner of Lot 4, Block 3 of "Pine Grove Ranchettes" a duly platted and recorded subdivision in Klamath County, Oregon; thence East along the Southerly boundary of said subdivision, 200.37 feet to the point of beginning-for this description; thence continuing along said Southerly boundary East, 220.00 feet; thence leaving said Southerly boundary South, 201.11 feet; thence North 89° 52' 00" West, 220.00 feet; thence North 200.60 feet to the point of beginning.

Together with the following described mobile home which is firmly affixed to the property 1979 Buckingham 24' X 60' mobile home, serial number AB-7-SC-617OR.

Tax account # 0595526 R 0067108 M

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

(CONTINUED ON REVERSE SIDE)

Roger and Paulletta Bridges  
3833 Pine Grove Rd.  
Klamath Falls, OR 97603

GRANTOR'S NAME AND ADDRESS

Department of Veterans' Affairs  
700 Sumner St. NE  
Salem, OR 97310-1201

GRANTEE'S NAME AND ADDRESS

After recording return to:

Department of Veterans' Affairs  
700 Sumner St. NE Attn: Sue Probus  
Salem, OR 97310-1201

NAME, ADDRESS, ZIP

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

Department of Veterans' Affairs  
700 Sumner St. NE  
Salem, OR 97310-1201

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

SPACE RESERVED  
FOR  
RECORDER'S USE

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 None.

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 \$ None.

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>①</sup>

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 March 28, 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 Klamath } ss.

The foregoing instrument was acknowledged before me this March 21, 1988, by Pauletta Bridges

(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)

James H. Applegate  
Notary Public for Oregon  
My commission expires: 5/12/89

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

STATE OF CALIFORNIA

COUNTY OF California ss.

On this 28th day of March, in the year 1988.

\_\_\_\_\_, before me,

Karen L. Peters, a Notary Public, State of California,

duly commissioned and sworn, personally appeared \_\_\_\_\_

Roger L. Bridges

\_\_\_\_\_, (or proved to me on the basis of satisfactory evidence) to be

the person \_\_\_\_\_ whose name Roger L. Bridges

subscribed to this instrument, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

in the \_\_\_\_\_ County of

San Joaquin on the date set forth above

in this certificate.

Karen L. Peters

Notary Public, State of California

My commission expires Feb. 26, 1991

OFFICIAL SEAL  
KAREN L. PETERS  
NOTARY PUBLIC - CALIFORNIA  
Principal Office in San Joaquin County  
My Commission Expires Feb. 26, 1991

Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title E Escrow the 20th day of April A.D., 19 88 at 3:47 o'clock P M., and duly recorded in Vol. M88 of Deeds on Page 6231.

FEE \$15.00

Evelyn Biehn

By Pauletta Bridges

County Clerk