

87316

ESTOPPEL DEED

Vol. M88 Page 7592

THIS INDENTURE between

ZALE MacIVOR

hereinafter called the first party, and RICHARD JAMES BARLOW, JR., and LINDA SUE BARLOW 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. M84 at page 8705 thereof or as ~~the~~ instrument/microfilm/reception No. 37065 (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 \$ 19,489.55, 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:

Lot 48 in Block 3, Tract 1064, FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:
a. Trust Deed recorded April 4, 1977 in Volume M77, Page 5557, Microfilm Records of Klamath County, Oregon in favor of First Federal Savings and Loan Association of Klamath Falls, Oregon, which second party agrees to assume and pay and hold first party harmless from.

b. Any unpaid real property taxes which second party assumes and agrees to pay, and agrees to hold first party harmless from payment thereof.

IN WITNESS WHEREOF the first party appears personally and the second party appears by its attorneys and together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(CONTINUED ON REVERSE SIDE)

Zale MacIvor

20279 Parr Lane

Bend, Oregon 97702

GRANTOR'S NAME AND ADDRESS

Richard and Linda Barlow

1989 Euclid Street

Klamath Falls, Or 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Richard and Linda Barlow

1989 Euclid Street

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Joseph ss.

I certify that the within instrument was received for record on the 19 day of October, 1988, at 10 o'clock AM, 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.

By Deputy

7593



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 as noted above and those apparent on the land, if any.

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 \$19,499.55.
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 5-2, 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,) ss.

County of Seachute

The foregoing instrument was acknowledged before me this 2nd day of May, 1988 by

Zale Macivor

(SEAL)

Notary Public for Oregon

My commission expires: 4/30/89

STATE OF OREGON, County of

The foregoing instrument was acknowledged before me this

1988, by
Zale Macivor
president, and by
secretary of

corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(If executed by a corporation, affix corporate seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 16th day of May, A.D. 1988 at 12:19 o'clock P.M., and duly recorded in Vol. M88 of Deeds on Page 7592

Evelyn Bighn
By Bernetha S. Letch

County Clerk

FEE \$15.00