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ESTOPPEL DEED

Aspen 32200

THIS INDENTURE BETWEEN MIKE HERRON and SUSAN HERRON,

husband and wife, hereinafter called Grantors, and HOWARD EISEMANN and CONNIE EISEMANN, husband and wife, hereinafter called Grantees:

RECITALS:

A. On May 6, 1986, Grantees sold to Grantors, under a Trust Deed, the following described real property. Said Trust Deed was recorded on May 14, 1986 in Volume M86 at page 8298, records of Klamath County, Oregon, which Trust Deed is in default and subject to immediate foreclosure.

B. Grantors have requested Grantees to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantees have acceded to said request.

WITNESSETH:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said Trust Deed and relinquishment of any claims whatsoever, Grantors do hereby grant, bargain, sell and convey to Grantees the following described property, situate in the County of Klamath, State of Oregon, to-wit:

> A portion of the NE% of Section 28, Township 32 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

> Beginning at the Northeast corner of Section 28, Township 32 South, Range 8 East of the Willamette Meridian; thence South along the East line of said Section 28 a distance of 1,630 feet; thence West and parallel to the North line of said Section 28 a distance of 800 feet; thence North and parallel to the East line of said Section 28 a distance of 1,630 feet to the North line of said Section 28; thence East along the North line of said Section 28 a distance of 800 feet to the point of beginning.

The Grantors covenant that by this conveyance they are conveying all their right, title and interest to said premises, including but not limited to any redemption rights and that they are not acting under any misrepresentations, duress or undue influence by Grantees.

The true and actual consideration for this transfer is cancellation of the debt in the above-described Trust Deed.

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 use.

BRANDSNESS & BRANDSNESS, PC A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 411 PINE STREET KLAMATH FALLS, OREGON 97601

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ESTLOPPEL DEED

IN WITNESS WHEREOF the Grantors above-named have executed this instrument. 8514 DATED this <u>9th</u> day of May, 1988. Herron Susan Herron STATE OF OREGON County of Klamath ss. May ____, 1988. Personally appeared the above-named MIKE HERRON and SUSAN HERRON, and acknowledged the foregoing instrument to be their voluntary act. Before me: 235 S 4: 116 Notary Dublic for Oregon My Commission Expires: 9/16/89 NOTA) STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of SS. or _A.D., 19 <u>88</u> at <u>1:20</u> o'clock <u>P</u> M., and duly recorded in Vol. <u>M6R</u> of <u>Deeds</u> <u>By Bielm</u> <u>Bielm</u> <u>County Clerk</u> June of _____ FEE \$13.00 _ day Courty Clerk 2 lepts M88- 8513 Neturn M88- 8513 Neturn 70 Osborne Spenew 439 Pine St 439 Pine St BRANDSNESS & BRANDSNESS, PC. A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 411 PINE STREET KLAMATH FALLS OREGON 97601 ESTOPPEL DEED 7ee 13,00