## K-40663 ESTOPPEL DEED

THIS INDENTURE BETWEEN FRANK A. ROMEO, hereinafter called Grantor, and MERLE A. HANSCAM and HAZEL I. HANSCAM, husband and wife, hereinafter called Grantees:

## RECITALS:

- A. On October 28, 1980, Grantees sold to Grantor, under a Mortgage, the following described real property. Said Mortgage was recorded on November 10, 1980 in Volume M80 at page 21805, records of Klamath County, Oregon, which Mortgage is in default and subject to immediate foreclosure.
- B. That foreclosure has been commenced in the Circuit Court of the State of Oregon for the County of Klamath, entitled "Merle A. Hanscam and Hazel I. Hanscam, husband and wife, Plaintiffs, vs. Frank A. Romeo and Helen J. Romeo, husband and wife, Defendants", Case No. 88-193 CV.
- C. Grantor has 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 Mortgage and relinquishment of any claims whatsoever, Grantor does hereby grant, bargain, sell and convey to Grantees the following described property, situate in the County of Klamath, State of Oregon, to-wit:

SNE and E SE and less the Southerly 53.33 acres in Section 32, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and as more particularly described in Final Decree filed in November 18, 1977, as follows:

Beginning at the Southeast corner of said Section 32; thence N. 00°06'15" E., along the East line of said Section 32, 1748.81 feet; thence N. 89°11'48" W., parallel to the South line of said Section 32, 1327.06 feet to the West line of said ElSEL; thence S. 00°11'53" W. 1748.78 feet to the South line of said Section 32; thence S. 89°11'48" E. 1329.93 feet to the point of beginning; with bearings based on a solar observation.

The Grantor covenants that by this conveyance he is conveying all his right, title and interest to said premises, including but not limited to any redemption rights and that he is 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.

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 BRANDSKENDERNESCHE person acquiring fee title to the property should

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KLAMATH FALLS, OREGON 97601

check with the appropriate City or County Planning Department to verify approved use.

IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

DATED this 24 day of Oligi

\_\_\_\_, 1988

Frank A. Romeo

STATE OF CALIFORNIA

County of STANISLAUS

ss. 24 August, 1988.

Personally appeared the above-named FRANK A. ROMEO, and acknowledged the foregoing instrument to be his voluntary act. Before me:

MOTOGIAL BEAL MICHAEL L COOK MOTANT PURCHC-CALIFORMIA STANISLAUS COUNTY NY COSH, EXP. JUNE 18, 1990 Mulau Z Cook
Notary Public for California
My Commission Expires: 18 June 1990

STATE OF OREGON: COUNTY OF KLAMATH: ss

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