

CABE

95092

ESTOPPEL DEED

Vol. m88 Page 21583



THIS INDENTURE between Fred W. Kelly and Lisa G. Pena, hereinafter called the first party, and 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. 81 at page 1431 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 \$ 24,958.20—, 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 7, Block 4, RIVERVIEW, in the County of Klamath, State of Oregon.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1974, Make/Pacific, Serial Number/0692, Size 24 x 44.

Date March 28, 1978

Witnessed my hand and seal of the County of Klamath, State of Oregon, this 28th day of March, 1978.

TAX ACCOUNT NUMBER: 001 0534247 R M
002 0043526 M M

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

(CONTINUED ON REVERSE SIDE)

Fred W. Kelly and Lisa G. Pena Grantor

Route 1 Box 37 Grantor's Name and Address

Philomath, OR 97370 Grantor's Name and Address

Department of Veterans' Affairs Grantor's Name and Address

700 Summer St. NE Grantor's Name and Address

Salem, OR 97310-1201 Grantor's Name and Address

Department of Veterans' Affairs Grantor's Name and Address

700 Summer St. NE Grantor's Name and Address

Salem, OR 97310-1201 Grantor's Name and Address

ATTN: UIKEH Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

NAME, ADDRESS, ZIP Grantor's Name and Address

STATE OF OREGON,

County of

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.

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

By _____ Deputy

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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 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 the whole 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 December 7, 1988

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER 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 December 7, 1988, by Fred W. Kelly and Lisa G. Pena

Notary Public for Oregon

My commission expires: 6/27/91

NOTE: The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.

of Dec. A.D., 1988 at 3:31 o'clock P.M., and duly recorded in Vol. M88

of Deeds on Page 21583

FEE \$13.00

Evelyn Biehn County Clerk

By Pauline Muehlendare

FRED W. KELLY

LISA G. PENA

LISA G. PENA

STATE OF OREGON, County of

The foregoing instrument was acknowledged before me this

1988, 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 Aspen Title Co.

of Dec. A.D., 1988 at 3:31 o'clock P.M., and duly recorded in Vol. M88

of Deeds on Page 21583

FEE \$13.00

Evelyn Biehn County Clerk

By Pauline Muehlendare