

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

**ESTOPPEL DEED**

THIS INDENTURE between DELBERT CASE, JR and RENE' CASE, husband and wife, hereinafter called the first party, and SYDNEY M. FIGUEROA FIEGI hereinafter called the second party;

**WITNESSETH:**

Whereas, the title to the real property hereinafter described is vested in fee simple in the second party, subject to first party's vendee's interest in said property and the contract dated August 1, 1988 and recorded August 2, 1988 in Volume M88 page 12337, Deed records of Klamath County, Oregon. There is now owing and unpaid the sum of \$24,571.60, the same being now in default and said contract 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 of cancellation of the contract and indebtedness secured thereby, 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 situated in Klamath County, State of Oregon, to-wit:

The East 70.3 feet of Tract 8 of Empire Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, beginning at a point North 89 degrees 59' East, a distance of 30 feet from the Northwest corner of the SW-1/4 NW-1/4 SW-1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, which point is also the Southwest corner of Tract 8 of Empire Tracts; thence North 89 degrees 59' East, a distance of 244 feet to the true pint of beginning of this description, thence North 89 degrees 59' East, a distance of 70.3 feet to the West line of Tract 9 of Empire Tracts; thence South 0 degrees 15' West along the West line of Tract 9, a distance of 15 feet; thence South 89 degrees 59' West, a distance of 70.3 feet; thence North 0 degrees 15' East, a distance of 15 feet to the point of beginning, being a portion of the SW-1/4 NW-1/4 SW-1/4 SW-1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon.

## SUBJECT TO:

- (1) Taxes for 1989-90 are now a lien but not yet payable.
- (2) Matters not disclosed by the examination of the public record.
- (3) Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
- (4) Contract of Sale, including the terms and provisions thereof, executed by Sydney M. Fiegi, aka Sydney M. Figueroa Fiegi and Milton E. Fiegi, wife and husband, as sellers, to Delbert Case, Jr. and Rene' Case, husband and wife, buyers, as disclosed by Memorandum of Contract, dated February 2, 1984, recorded February 3, 1984, in Volume M84 page 1843, Deed records of Klamath County, Oregon.  
Quitclaim Deed, including the terms and provisions thereof, from Milton E. Fiegi to Sydney M. Fiegi, recorded January 5, 1988, in Volume M88 page 182, Deed records of Klamath County, Oregon.
- (5) Contract, including the terms and provisions thereof, by and between Delbert Case, Jr. and Rene' Case, husband and wife, sellers to Eunice I. Doty, buyer, dated August 1, 1988, recorded August 2, 1988, in Volume M88 page 12337, Deed records of Klamath County, Oregon.

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

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 representative, does covenant to and with the second party, her heirs, successors and assigns, that the first party is lawfully owner of the vendee's interest in the property and contract above described and further; 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 \$0. However, the actual consideration consists of or includes cancellation of the above described contract.

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 officer duly authorized thereunto by order of its Board of Directors.

Dated 10/9/89, 1989.

Rene A. Case  
Dulbert E. Case Jr.

STATE OF OREGON )  
 ) ss.  
County of Klamath )

The foregoing instrument was acknowledged before me this October 9, 1989, by Dulbert E. Case Jr. & Rene A. Case.

R. Gayle Kersey  
Notary Public for Oregon  
My Commission Expires 3/31/92

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.

AFTER RECORDING RETURN TO:

Michael Brant  
325 Main  
Klamath Falls, Or. 97601

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Michael Brant  
of Oct. A.D. 19 89 at 11:41 o'clock A.M., and duly recorded in Vol. M89,  
of Deeds on Page 19167

FEE \$18.00

Evelyn Biehn - County Clerk

By Caroline Mullendorf

ZOE GAYLE KERSEY  
NOTARY PUBLIC - OREGON  
My Commission Expires \_\_\_\_\_