

1-1-74

8144

ESTOPPEL DEED

Vol. m89 Page 22523

THIS INDENTURE between DAVID C. MESSERLI and CHRISTEL MESSERLI, Hus. and wife  
(If husband and wife, so indicate)  
hereinafter called the first party, and PAUL L. FOUCH AND MILLICENT M. FOUCH, Husband and wife  
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 M-87 at page 17515 thereof or as file/reel number 79781 (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 \$18,642.14\*, 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

A portion of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 23, Township 39 South, Range 8 East of the Willamette meridian, Klamath County, Oregon, described as follows:

Beginning at a point marked by an iron pin on the North line of the Klamath Falls-Ashland Highway and distant along said line of Highway 277.9 feet from the intersection of said line and the East line of said SW $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence Southwesterly along said line of Highway 100 feet to the Southwest corner of the property herein conveyed; thence North 35 degrees West to the North line of said SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 23, Township 39 South, Range 8 East of the Willamette meridian, Klamath County, Oregon; thence East along said North line of SW $\frac{1}{4}$  NW $\frac{1}{4}$  to a point North 35 degrees West of the point of beginning; thence South 35 degrees East to the point of beginning, being the Southeast Corner of the property herein conveyed.

Also the strip of land lying Easterly of this property and bounded on the East by the Westerly line of property deeded to Everett C. Puckett by deed recorded in Volume 167, page 495, Deed records of Klamath County, Oregon;

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

\* In addition to balance due Klamath First Federal Savings and Loan Assoc.

STATE OF OREGON,

County of Klamath.

I certify that the within instrument was received for record on the day of 19

at o'clock M., and recorded in book on page or as file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer  
By Deputy

NAME, ADDRESS, ZIP

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 First Trust Deed and obligation due and owing Klamath First Federal Savings and loan Association of Klamath Falls, Oregon.

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 October 23, 1989

David C. Messerli  
Christel J. Messerli

If executed by a corporation affix corporate seal

STATE OF OREGON

County of Klamath

October 23, 1989

Personally appeared the above named

DAVID C. MESSERLI

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 3-28-92

NOTE - The notation between the symbols D, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON

County of Klamath

Personally appeared the above named CHRISTEL MESSERLI

and acknowledged the foregoing instrument to be her voluntary act and deed.

November 21, 1989, before me:

Margaret M. Ramirez  
NOTARY PUBLIC FOR OREGON

My commission expires: 3-28-92

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of Glenn Ramirez the 21st day of Nov. A.D., 19 89 at 2:01 o'clock P.M., and duly recorded in Vol. M89 of Deeds on Page 22533

FEE \$13.00

Evelyn Biehn County Clerk  
By Pauline M. Mendenhall