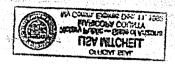
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STAGE OF OREGON: EQUALL OF SUAMERING



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240—DEED—ESTOPPEL (In lieu of foreclosure) (Individual or Corporate).

15336

ASPEN 35083 Vol. mgd Page 10089

Northwest Fast Lube, Inc. (formerly T-J Developers, Inc. THIS INDENTURE between an Oregon corporation) and Or/Cal Partners hereinafter called the first party, and Western Bank, an Oregon banking corporation 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/recl/ volume No....M-85......at page....15377......thereof or as tee/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 \$......53,763.00..., 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 included the cancellation of the notes and indebtedness secured by said mortgage or trust deed and the surrender thereof marked Pard in Fully 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: Consumation of

Lots 1, 2, 3 and 4, Block 1, RESUBDIVISION OF BLOCK 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, recorded June 29, 1942 in Volume 148 at Page 201, Deed Records.

DO PROPERTY

THIS MASTERNAEN! WALL NOT ALLOW USE OF THE PROPERTY DE-CERRED DE THE MESTRUMENT DE TOLIATION OF ASSERTANCE, LAND USE LANG AND EXCULATIONS DEFONE MENING OF ACCEPTING THUS DESTRUMENT THE PRECOM ACCOUNTER FOR THAT TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COURTE P. ANNUME DEPROPRENT TO VERSOR APPROPRIATE

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IN IFTENESS WHERFOR, the three pires above named has executeff, the section in a thin party and equally to corporations and to institutions. than fewerake, all transmitten drames shall be naide assumed and implify to make the presence to tend up to plumply that the singular promoun maying and included the plured, the proceedings the formace cost the news, and then the more than one person, that it the context so inculias, the singular then be than so easy and institute the In constituing this institutions, it is inducerous and appeal that the their beety on west mother sound portry

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertain-The true and actual consideration paid the line testing stated at terms of denorming the line and actual consideration consists of or nectours other property or value at roleine mutual or the renements' netering mutual and abhartenances mercania perculant

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Northwest Fast Lube, Inc. (formerly T-J Developers, Inc.) and Or/Cal Partners 4630 N. 7th Street, Suite 101 Phoenix, CAZ 0.85014 to more than balls business of SOL OUTSEL CHILINGANTON'S NAME AND ADDRESS CONTINUED DY IT Western Bank has com his his, buth is not access 290 South Fourth Street of season of season brought Coos Bay, Oregon 197420 on thanks / such the fits After recording terms to the contract of the property of the contract of the c 290 South Fourth Street Coos Bay, Oregon 97420 Francis Francis und nection were Until a thange is requested all for statements shall be sent to the following address. (1) 10 (1916-1917). (1) 301 (1) Western Bankus, because in those and the personal pelop representation NAME TO COMPANY TO STATE OF THE PROPERTY OF THE PROPERT 290 South, Fourth Street Comp. 11.2 2011 11010 2110

Coos Bay, Oregon 97420

STATE OF OREGON, County of I certify that the within instrument was received for record on the day Wheeler and of the state of the o'clockM., and recorded Dock and pure in book/reel/volume No. Record of Deeds of said county. Witness my hand and seal of

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wing many was County affixed.

TITLE 08000

Chos Lay, Oregon 2/2/2/2018/2019 10090TO 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 ... the ... 1989-90 real property....... taxes and the regulations, levies, liens and utility assessments of the City of Klamath. 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 \$53,763.00 OHowever, 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 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. NORTHWEST FAST LLIBE, INC., formerly T-J DEVELOPERS, INC. Dated ______, 19_____ THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED 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 USES. Julian F. Weltsch, President Or/Cal PARINERS STATE OF OREGON, 179 St. 200 50) Doug 194,570 Weltsch, Partner STATE OF OFFICEN, County of Maricopa)ss.

The loregoing instrument was acknowledged before me this Maricopa | 1910, by Julian F. Weltsch The foregoing instrument was acknowledged before secretary of ... Northwest Fast Lube, Inc. formerly T-J Developers, Inc. corporation, on behalf of the corporation. Notary Public for Oregon Notary Public I SEAL). ON THE WILLOWE for the consideration personalism entered (**LISA MITCHELL** (SEAL) าก โรงการจำเกิดสุด โทยี Notary Public — State of Arizona | MARICOPA COUNTriby a corporation, My Comm. Expires Decoffix (Ciporate seal) व्यक्ति केले केलाके के देख की सबस्थ का शासिकी NOTE—The sentence, between the symbols ①, If not applicable, should be deleted, See ORS. 92.030. STATE OF OREGON. ARIZONA FORM NO. 23 - ACKNOWLEDGMENT County of Maricopa BE IT REMEMBERED, That on this 215t before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within day of 71kg named _____Julian F. Weltsch and Christine J. Weltsch, Partners of Or/Cal Partners known to me to be the identical individual. S. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. 18a 7 litchell Notary Publica LISA MITCHELL My Commission expires.... STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of . Aspen Title Co. 90 at 4:03 o'clock P.M., and duly recorded in Vol. _ A.D., 19 day Deeds on Page _ Evelyn Biehn FEE \$33.00 County Clerk Dauline Mulendore