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STOPPEL DEED

Vol. mgd Page 10091

THIS INDENTURE between 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/reel/volume No. M-85 at page 15377 thereof or as fee/title/instrument/microfilm/reception No. 15377 (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 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:

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.

COPIES OF THIS INSTRUMENT TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF KLAMATH, OREGON, IN THE OFFICE OF THE CLERK OF THE COUNTY, AND IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF KLAMATH, OREGON, IN THE CITY OF KLAMATH FALLS, OREGON.

TO HAVE AND TO HOLD unto the second party, his heirs, successors and assigns, together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the second party, his heirs, successors and assigns, forever.

(CONTINUED ON REVERSE SIDE)

Or/Cal Partners
P.O. Box 2240
Calexico, California 92231

GRANTOR'S NAME AND ADDRESS

Western Bank
290 South Fourth Street
Coos Bay, Oregon 97420

GRANTEE'S NAME AND ADDRESS

After recording return to:
Western Bank
290 South Fourth
Coos Bay, Oregon 97420

NAME, ADDRESS, ZIP

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

Western Bank
290 South Fourth Street
Coos Bay, Oregon 97420

NAME, ADDRESS, ZIP

STATE OF OREGON,
County of CLATSOP } ss.

I certify that the within instrument was received for record on the 10 day of May, 1985, at 10 o'clock AM, and recorded in book/reel/volume No. 10091 on page 10091 or as fee/title/instrument/microfilm/reception No. 10091.
Record of Deeds of said county.

Witness my hand and seal of County affixed.

By Deputy 10091

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10092



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 the 1989-90 real property taxes and the regulations, levies, liens and utility assessments of the City of Klamath Falls.

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.
 However, the actual consideration consists of or includes other property or value given or promised which is part of the 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 _____, 19____

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 INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY 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 _____

The foregoing instrument was acknowledged before me this _____, 19____, by _____

Notary Public for Oregon

(SEAL)

My commission expires: _____

(ORS 194.570)

STATE OF OREGON, County of Imperial ss.
 The foregoing instrument was acknowledged before me this May 21, 1990, by L. Terry Poiriez,

_____, president, and by _____, secretary of Poiriez Properties, Inc., a partnership of Or/Cal Partners _____, partnership corporation, on behalf of the corporation.

Notary Public for Oregon California

My commission expires: July 30, 1990



OFFICIAL SEAL
 AMELIA M. SOLIS
 NOTARY PUBLIC - CALIFORNIA

NEW COUNTY
 JUL 30, 1990

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 25th day of May A.D. 19 90 at 4:03 o'clock P.M., and duly recorded in Vol. M90 of _____ Deeds on Page 10091.

Evelyn Biehn County Clerk
 By Rauline Neuland

FEE \$33.00