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20570

R-43628  
ESTOPPEL DEED

Vol. 1490 Page 19211



THIS INDENTURE between Edward G. Tolleson and Charlotte L. Tolleson  
hereinafter called the first party, and Albert W. Schmeck and Vada H. Schmeck  
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. M88 at page 19369 thereof or as fee/file/instrument/microfilm/reception No. 93922 (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 \$ 20,000.17, 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, second party's heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

A parcel of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 38 South, Range 9, E.W.M., more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of the New Dalles-California Highway which bears S. 89°49' E. a distance of 799.0 feet and S. 11°36' E. along said Westerly right-of-way line a distance of 306.29 feet from the West one-quarter corner of said Section 7; thence continuing S. 11°36' E. along said right-of-way line a distance of 200.0 feet to the Northeasterly corner of parcel conveyed to Van's Motel by Deed Volume 300, page 270, records of Klamath County, Oregon; thence S. 78°24' W. at right angles to said Highway a distance of 200.0 feet to a point; thence N. 11°36' W., parallel with said highway right-of-way, a distance of 200.0 feet; thence N. 78°24' E. a distance of 200.0 feet to the point of beginning.

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

(CONTINUED ON REVERSE SIDE)

Tolleson

GRANTOR'S NAME AND ADDRESS

Schmeck

GRANTEE'S NAME AND ADDRESS

After recording return to:

Al Schmeck  
3104 E. Broadway  
Mesa, Az. 85204

NAME, ADDRESS, ZIP

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

Same as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

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/instru-  
ment/microfilm/reception No. \_\_\_\_\_;  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

NAME

By \_\_\_\_\_

TITLE

Deputy

TOSTS

TO HAVE AND TO HOLD the same unto said second party, second party's heirs, successors and assigns forever.  
And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party, second party's 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 .....

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 \$ 20,000.17.  
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).  
the whole

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 pronoun includes the plural and that 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 and its seal affixed by an officer duly authorized thereto by order of its Board of Directors.

Dated 9/24, 1990.

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.

Edward G. Tolleson  
Charlotte L. Tolleson

(If the signer of the above is a corporation, use the form of acknowledgment opposite and affix corporate seal.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on Sept. 24, 1990, by

Edward G. Tolleson and  
Charlotte L. Tolleson  
Notary Public for Oregon

(SEAL)

My commission expires: 9/30/93

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted.

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

TRUDIE DURANT  
NOTARY PUBLIC - OREGON

My Commission Expires:

(SEAL)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 24th day of Sept. A.D., 1990 at 3:02 o'clock P.M., and duly recorded in Vol. M90 of Deeds on Page 19211.

Evelyn Biehn - County Clerk  
By Pauline Mullendore

FEE \$33.00