## -ESTOPPEL (In liev of foreclosure) (Individual of

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Vol.<u>mg</u> Page**109** + LAURA J JOHNSON JAHIMAN ONALD THIS INDENTURE between hereinafter called the first party, and KEALUET? hereinafter called the second party; WITNESSETH:

ESTOPPEL DEED

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 hereinalter named, in book/reel/ (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 \$01,100-03. , 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 KAMATTA (OULTY...... County, State of OREGON, to-wit:

Lots I MUD 2, BLOCK 99 KLAMATH FALLS FORETT ESTATES, HIGHWAY 66, UNIT 4 LOT 17, BLACK 5, KLAMATH FALLS FORETT ETATOT, It KINNAG 66, UNIT 1, ALL OF KLAMATH COLUTY OREGON

n se in amente, **al le auto**j latera di lastena **dital ti**la sitra parte, an anti di antia contrare prem<mark>a</mark>nte together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertainiпg; cours in the englishmed strategies (continued on reverse side) of a state of the second strategies of the second state in the

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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

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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 \$. Al. 104-0. • 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 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.

11 Ay 23 Dated ..... 19.91 THIS INSTRUMENT WILL NOT ALLOW SCRIBED IN THIS INSTRUMENT IN VIOL ATION OF 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 corporat use the form of acknowledgment oppor and affix corporate seal.) STATE OF C < H197177 STATE-OF OREGON County of County of This instrument was acknowledged before This institument was acknowledged before me on 30 MAY .1941 ۳Ľ. Notary Public for Oregon (SEAL) (SEAL) My commission expires: 7-22-94 My commission expires: NO STATE OF OREGON. OFFICIAL STAL County of Klamath Marietta L. Goodman OTARY PUBLIC CALIFORN SAN DIEGO COUNTY Filed for record at request of: n Expres July 22 Realvest Inc. llth June A.D., 19 \_ 91 on this day of 11:07 at o'clock A\_M. and duly recorded in Vol. M91 of Deeds Page 10974 Evelyn Biehn County Clerk leno, Muele By n Deputy.

Fee, \$33.00