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MTC 26954  
ESTOPPEL DEED

Vol. 1492 Page 1408

THIS INDENTURE between ORERANCHES, INC., an Oregon Corporation  
hereinafter called the first party, and ROBERT F. PARKER AND GOLDA E. PARKER, 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/reel/volume No. M84 at page 5735 thereof or as fee/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 \$ 37,631.55, 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:

All that portion of Government Lots 13 and 14, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 34; thence North 89 degrees 54' 15" West along the South line of said Section 34, 511.45 feet to the Southeast corner of that property recorded in Volume M75, page 1124, Microfilm Records of Klamath County, Oregon; thence North along the East boundary of said Parcel 107.00 feet to a 5/8" iron pin, witness corner; thence continuing North 55.0 feet more or less to the high water line of the Williamson River; thence Northeasterly along said high water line to a point North of the point of beginning; thence South 3.0 feet more or less to a 5/8" iron pin witness corner; thence continuing South 561.04 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)

Grantee Oreranches, Inc.

GRANTOR'S NAME AND ADDRESS

Robert and Golda Parker3950 HOMEDALE #80KLAMATH FALLS, OR 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Robert and Golda Parkeras above

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/instrument

microfilm/reception No. \_\_\_\_\_,

Record of Deeds of said county.

Witness my hand and seal of

County, affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

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 none

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 \$4,600.00. 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 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 January 23, 1992. **ORERANCHES, INC.**  
 By Richard R. Kopczak PRESIDENT  
 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 is the owner of 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 \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

STATE OF OREGON,  
 County of Klamath  
 This instrument was acknowledged before me on 1992, by Richard R. Kopczak  
 as President  
 of Oreranches, Inc. an Oregon Corporation  
[Signature]  
 Notary Public for Oregon  
 My commission expires: 7/13/93  
 (SEAL)

(SEAL) Notary Public for Oregon  
 My commission expires: \_\_\_\_\_  
 NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.  
 the said of \_\_\_\_\_  
 on this day of \_\_\_\_\_  
 at \_\_\_\_\_  
 in Vol. \_\_\_\_\_ of \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

STATE OF OREGON,  
 County of Klamath ss.  
 Filed for record at request of:  
Mountain Title Co.  
 on this 23rd day of Jan. A.D. 19 92  
 at 11:49 o'clock A M. and duly recorded in Vol. M92 of Deeds Page 1408  
 Evelyn Biehn  
 County Clerk  
 By Deanne M. [Signature]  
 Deputy.

10158

ENCLOSURE  
 FILED

Fee, \$33.00

Deputy.