

## ESTOPPEL DEED IN LIEU OF FORECLOSURE

William Mason and Joan Mason, grantors, hereby convey and warrant to Earl E. Jones and Eva June Jones, husband and wife, grantees, the following described property, free of encumbrances except as set forth herein:

See Exhibit "A" attached hereto and by this reference incorporated herein.

1. Lyle D. Jones and Sylvia E. Jones, vendors, and grantors, as vendees, entered into a Land Sale Contract dated April 7, 1983 for the sale and purchase of the above-described property. A memorandum of that contract was recorded April 7, 1983 in Volume M83, page 5269, Official Records of Klamath County, Oregon. Said Land Sale Contract is hereinafter referred to as the "security instrument". The vendors' interest in said contract was assigned to grantees by instrument recorded May 3, 1989, in Volume M89, page 7627, Deed Records of Klamath County, Oregon.

2. The obligation secured by said security instrument is in default and the entire unpaid balance is now due and payable in full.

3. Grantees have made demand upon grantors to pay the unpaid balance of the obligation secured by said security instrument. Grantors are unable to pay said obligation and have requested that grantees accept an absolute deed of conveyance of the property in satisfaction of the obligation secured by said security instrument.

4. This deed in lieu of foreclosure shall not effect a merger of the fee ownership and the lien of the described security instrument with respect to the claims or interest in the described property held by third parties. Grantees' security interest shall retain such priority as it had over the liens, claims and interest of third parties, prior to grantees' acceptance and recording of this conveyance.

5. By acceptance of this deed, grantees covenant and agree that they shall not seek, obtain or permit a judgment against grantors on the obligation secured by said security instrument, and grantees' right to such a judgment is hereby waived.

6. This deed is intended as an absolute conveyance of the title to the described property and a conveyance of all statutory rights of redemption and equity of redemption which grantors may have therein. This instrument is not intended as a mortgage, trust deed or security of any kind. Grantees shall be entitled to possession of the above described property upon grantees' acceptance of this deed.

7. This instrument shall benefit and be binding upon the parties, their heirs, successors and assigns. As used herein, the singular shall include the plural, and the plural the singular. The masculine shall include the feminine and neuter as the context requires.

8. Grantors are not acting under any misapprehension as to the legal effect of this deed. Grantors are not acting under and duress, undue influence or misrepresentation of grantees, their agent, attorney, or any other person.

9. The true and actual consideration for this conveyance is other than cash and consists of grantees' cancellation and satisfaction of the obligation secured by the described security instrument and the release and waiver by grantees of any right to recover a judgment or deficiency award against grantors.

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.

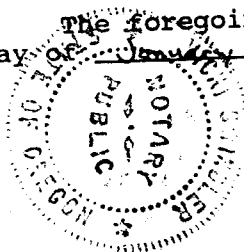
IN WITNESS WHEREOF, grantors have executed this instrument on this 30 day of January, ~~1991~~ 1992 mm

William Mason  
William Mason

Joan Mason  
Joan Mason

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath    )

The foregoing instrument was acknowledged before me this 30 day of January, ~~1991~~ 1992, by William Mason and Joan Mason.



Vicki Swindle  
NOTARY PUBLIC FOR OREGON  
My commission expires: 10-8-93

EXHIBIT "A"

situated in the County of Klamath  
 State of Oregon, and is described as follows: A parcel of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$   
 of Section 33, Township 37 South, Range 9 East of the Willamette Meridian,  
 described as follows: Beginning at the Northwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
 thence East along the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 907.19 feet  
 to a point; thence South, parallel with the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a  
 distance of 1322.4 feet, more or less, to a point on the South line of  
 said SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence West along the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of  
 907.19 feet, more or less, to the Southwest corner thereof; thence North  
 along the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 1323.72 feet, more or  
 less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Crane & Foltyn the 7th day  
 of Feb. A.D., 19 92 at 9:07 o'clock AM., and duly recorded in Vol. M92,  
 of Deeds on Page 2606.  
 Evelyn Biehn, County Clerk  
 By *[Signature]*

FEE \$40.00

Return: Crane & Foltyn  
 635 Main St.  
 Klamath Falls, Or. 97601