

56571

ATC 02039337  
ESTOPPEL DEED

Volume 3 Page 1376

(K)

THIS INDENTURE between KATHRYN J. MURPHY  
hereinafter called the first party, and TERRY A. SMITH and GERALDINE M. SMITH  
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. M87 at page 11500 thereof or as fee/file/instrument/microfilm/reception No. 76384 (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 \$17,991.88, 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 portion of Lots 4 and 5, Block 2, FAIRVIEW NO. 2 ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, (also being known as Fairview Addition No. 2), in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Northeasterly corner of Lookout and Delta Streets in the City of Klamath Falls, which is the Southwesterly corner of Lot 4, Block 2, Fairview No. 2 Addition to the City of Klamath Falls, Oregon, and which is the point of beginning; thence running Easterly along the Southerly line at said Lot 4 and parallel to Delta Street distance of 60 feet; thence at right angles running in a Northerly direction and parallel with Lookout Street crossing Lot 4 and a portion of Lot 5 a distance of 80 feet; thence at right angles running in a Westerly direction and parallel with the Northerly line of Lot 5 and parallel to Delta Street a distance of 60 feet to the intersection of said line with Delta Street which is the Westerly boundary of said Lot 5; thence at right angles and running in a Southerly direction parallel with Lookout Street and along the Westerly boundary at Lots 5 and 4 aforesaid a distance of 80 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)

Kathryn J. Murphy  
GRANTOR'S NAME AND ADDRESS

Terry A. Smith  
Geraldine M. Smith  
GRANTEE'S NAME AND ADDRESS

After recording return to:

Aspen Hills Escrow  
535 Main St.  
Klamath Falls, OR 97601  
NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

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

SPACE RESERVED  
FOR  
RECORDER'S USE

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 \$ .....  
 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>(1)</sup>  
 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 Dec. 19, 1992

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.

*Kathryn J. Murphy*

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

STATE OF OREGON, WASHINGTON )

County of Lewis ) ss.

This instrument was acknowledged before me on Dec. 19, 1992, by

Kathryn J. Murphy

(SEAL)

Notary Public for Oregon

My commission expires: Jan. 27, 1997

NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, )

County of ) ss.

This instrument was acknowledged before me on 19, by

as of

Notary Public for Oregon

My commission expires:

(SEAL)

STATE OF OREGON, ss.  
 County of Klamath

Filed for record at request of:

Aspen Title Co.  
 on this 19th day of Jan. A.D., 19 93  
 at 3:34 o'clock P.M. and duly recorded  
 in Vol. M93 of Deeds Page 1376

Evelyn Biehn County Clerk

By *Danielle M. Mendenhall*

Deputy.

Fee. \$35.00