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70128

ESTOPPEL DEED

Vol. m93 Page 27729



THIS INDENTURE between GEORGE J. HUMPHRIES and EDNA M. HUMPHRIES, Husband and Wife hereinafter called the first party, and R-18 ACRES, a partnership consisting of Franklin K. Walling 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. M90 at page 21130 thereof or as fee/file/instrument/microfilm/reception No. 21660 (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 \$ 33,328.66 **, 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:

Lot 6, Block 15, CITY OF MERRILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 4110 001CC 01700

together with the following described mobile home, which is firmly affixed to the said property: 1978 Gibraltar 24 X 52 mobile home, VIN 94260, License No. X162505.

** plus interest from October 7, 1993,

***and Christine M. Walling, husband and wife and LLOYD UEL PORTER, JR. and MARY LOU PORTER, as trustees of the PORTER 1986 TRUST U-A Dated February 12, 1986.

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

(CONTINUED ON REVERSE SIDE)

George J. Humphries and Edna Humphries
215 N. Madison
Merrill, Oregon 97633

GRANTOR'S NAME AND ADDRESS

R-18 Acres
79979 Bodine Road
Clatskanie, Oregon 97016

GRANTEE'S NAME AND ADDRESS

After recording return to:

Neal G. Buchanan
Attorney at Law
601 Main Street, Suite 215
Klamath Falls, Oregon 97601

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

R-18 Acres
79979 Bodine Road
Clatskanie, Oregon 97016

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

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 a certain mortgage dated October 16, 1986 and recorded at Vol. 87, Page 1424, records of Klamath County, Oregon

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 \$ -0-
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration ~~(which)~~, being in lieu of foreclosure.

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 October 21, 1993

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

STATE OF OREGON,

County of Klamath ss.

This instrument was acknowledged before me on October 21, 1993, by George J. Humphries and Edna M. Humphries

Marsha Cobine
Notary Public for Oregon

(SEAL)

My commission expires: 11-7-95

NOTE—The sentence between the symbols } ss. if not applicable, should be deleted. So



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,
County of Klamath ss.

Filed for record at request of:

Neal G. Buchanan
on this 22nd day of Oct. A.D., 19 93
at 1:12 o'clock P.M. and duly recorded
in Vol. M93 of Deeds Page 27729
Evelyn Biehn County Clerk
By Denise Mulvadore Deputy.

Fee, \$35.00