

## ESTOPPEL DEED

1 THIS INDENTURE between DANIEL M. DONWES and KATHRYN J. DOWNES, hereinafter  
2 called the 'first party, and STEVEN A. LAMBOURNE and LINDA R. LAMBOURNE,  
3 hereinafter called the second party;

## W I T N E S S E T H:

4 WHEREAS, the first party is vendee of a contract of sale recorded in the  
5 deed records of the county hereinafter named, in Book M89 at page 21386 thereof,  
6 reference to said records being made, and the indebtedness secured by said  
7 contract of sale is now owned by the second party, on which contract of sale  
8 there is now owing and unpaid the sum of \$17,449.66, the same being now in  
9 default and said contract of sale being now subject to immediate foreclosure, and  
10 whereas the first party, being unable to pay the same, has requested the second  
11 party to accept an absolute deed of conveyance of property in satisfaction of the  
12 indebtedness secured by said contract of sale and the second party does now  
13 accede to said request;

14 NOW, THEREFORE, for the consideration hereinafter stated (which includes  
15 the cancellation of the indebtedness secured by said contract of sale) the first  
16 party does hereby grant, bargain, sell and convey unto the second party, his  
17 heirs, successor and assigns, all of the following-described real property  
18 situate in Klamath County, State of Oregon, to-wit:

19 Lot 26 of Tract 1110, according to the official plat  
20 thereof on file in the office of the County Clerk,  
21 Klamath County, Oregon.

22 together with all of the tenement, hereditaments and appurtenances thereunto  
23 belonging or in anywise appertaining.

24 TO HAVE AND TO HOLD the same unto said party, his heirs, successors and  
25 assigns forever.

26 And the first party, for himself and his heirs and legal representatives,  
27 does covenant to and with the second party, his heirs, successors and assigns,  
28 that the first party is lawfully seized in fee simple of said property, free and  
29 clear of encumbrances, except said contract of sale and further except for  
30 property taxes due for 1991-92, 1992-93 and 1993-94.; that the first party will  
31 warrant and forever defend the above-granted premises, and every part and parcel  
32 thereof against the lawful claims and demands of all persons whomsoever, other  
33 than the liens above expressly excepted; that this deed is intended as a  
34 conveyance, absolute in legal effect as well as in form, of the title to said  
35 premises to the second party and all redemption rights which the first party have  
36 therein, and not as a mortgage, trust deed or security of any kind; that  
37 possession of said premises hereby is surrendered and delivered to said second  
38 party; that in executing this deed the first party is not acting under any  
39 misrepresentation by the second party, or second party's representatives, agents  
40 or attorneys; that this deed is not given as a preference over other creditors  
41 of the first party and that at this time there is no person, co-partnership or  
42 corporation, other than the second party, interested in said premises directly  
43 or indirectly, in any manner whatsoever, except as aforesaid.

44 The true and actual consideration paid for this transfer is \$17,449.66.

45 In construing this instrument, it is understood and agreed that the first  
46 party as well as the second party may be more than one person; that if the  
47 context so requires, the singular shall be taken to mean and include the plural;  
48 that the singular pronoun means and includes the plural, the masculine, the  
49

1 feminine and the neuter and that, generally, all grammatical changes shall be  
2 made, assumed and implied to make the provisions hereof apply equally to  
3 corporations and to individuals.

4 THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS  
5 INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE  
6 SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE  
7 PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO  
8 VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR  
9 FOREST PRACTICES AS DEFINED IN ORS 30.930.

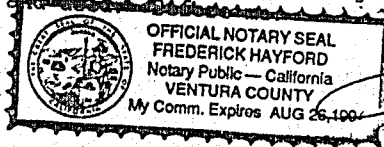
10 IN WITNESS WHEREOF, the first party above named has executed this  
11 instrument this 17 day of February, 1994.

12 Daniel M. Downes  
13 Daniel M. Downes

14 Kathryn J. Downes  
15 Kathryn J. Downes

16 STATE OF CALIFORNIA )  
17 ) SS  
18 County of Ventura )

19 On this 17 day of February, 1994, personally appeared the above-named  
20 Daniel M. Downes and acknowledged the foregoing instrument to be his voluntary  
21 act and deed.



22 Frederick Hayford  
23 Notary Public for California  
24 My Commission Expires: 8/26/94

25 STATE OF CALIFORNIA )  
26 ) SS  
27 County of \_\_\_\_\_ )

28 On this \_\_\_\_\_ day of February, 1994, personally appeared the above-named  
29 Kathryn J. Downes and acknowledged the foregoing instrument to be her voluntary  
30 act and deed. Before me:

31 Notary Public for California  
32 My Commission Expires:

33 Mail tax stmts to:  
34 Steven A. Lambourne  
35 Linda R. Lambourne  
36 Trustees of the Lambourne  
37 Trust dated March 7, 1980  
38 16325 Pine View Road  
39 Canyon Country, CA 91351

40 STATE OF OREGON, ss.  
41 County of Klamath

42 Filed for record at request of:

43 Wm. L. Sisemore

44 on this 9th day of March A.D., 19 94  
45 at 1:59 o'clock P. M. and duly recorded  
46 in Vol. M94 of Deeds Page 7322

47 Evelyn Biehn  
48 By Douglas M. Henderson County Clerk

49 Fee, \$35.00

50 Deputy.