

After Record and Statement
 Sam H. Ledridge, Attorney
 P. O. Box 599
 La Grande, Oregon 97850

Mail Tax Statements to:
 Clyde & Mildred Hall
 123 N. Gem
 Nampa, Idaho 83651

ATC 41022
 ESTOPPEL DEED

LESLIE K. BENDA, hereinafter referred to as the GRANTOR, is the owner of the purchaser's interest of the hereinafter described real property under a written Contract of Sale, dated October 7, 1981, recorded October 23, 1981 in Volume M-81, Page 18498, records of Klamath County, Oregon between Maurice E. Pease and Teresa Pease as sellers and Arthur Lovell and Pamela J. Lovell as purchasers. Said purchasers assigned their interest in the contract to Leslie K. Benda, Grantor, by document dated February 12, 1990, recorded March 2, 1990, in Volume M90, page 4074, deed records of Klamath County, Oregon. Sellers, Maurice E. Pease and Teresa Pease, under the above described contract assigned their interest to Clyde M. Hall and Mildred F. Hall by instrument recorded October 13, 1986 in Volume M86, Page 18618, in Deed records of Klamath County, Oregon.

LESLIE K. BENDA, GRANTOR, desires to avert the expenses of defending a foreclosure lawsuit and the possible entry of judgment against Grantor. Grantor has requested Clyde M. Hall and Mildred F. Hall, Grantees to accept this conveyance of the hereinafter described real property in full satisfaction of the indebtedness secured by the Contract and in full satisfaction of all obligations required of Grantor to be performed under the Contract and the termination and cancellation of the Contract. Grantee has agreed to such reconveyance of the subject real property and the full and complete termination and cancellation of said Contract dated October 7, 1981.

NOW, THEREFORE, the Grantor herein conveys and transfers to Grantee, all Grantor's interest in the following described real property:

The North half of the East half and the South half of the East half of Lot 13, also known as Lots 13B and 13C, Block 2, KLAMATH FALLS FOREST ESTATES, SYCAN UNIT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

GRANTOR COVENANTS that this conveyance is in each instance absolute in legal effect as well as in form, as to the title to the above described real property. Grantor further covenants that this conveyance is not a mortgage, trust conveyance, or any other type security instrument, but is an absolute waiver by Grantor of any and all of Grantor's right, title and interest, including but not restricted to possession and/or redemption rights that Grantor has in and to the real property. Grantor covenants and agrees that Grantor is not acting under any misapprehension as to the effect of this instrument; and Grantor

further covenants and agrees that Grantor is not acting under any duress, undue influence or misrepresentations by Grantee, Grantee's agents, or attorney. Grantor acknowledges benefit of independent counsel in this transaction. Grantor covenants and agrees that the execution of this instrument is not given as a preference over other creditors. Grantor covenants that there is no previous assignment and/or transfer of any interest of any kind by Grantor in and to said Contract dated October 7, 1981, to any other person, firm or corporation; and there has not been a conveyance or transfer to any other person, firm or corporation of any interest held by Grantor in the above described real property.

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 uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

It is understood by Grantor that this instrument is not accepted by Grantee until it is recorded by Grantee in the deed records of the appropriate County.

The covenants, conditions, and terms of this Estoppel Deed shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. Singular terms used herein shall be read as it written in the plural when the context so requires or permits.

The true and actual consideration for this conveyance and transfer is the full and complete release of each party herein, to each of the other parties herein, of all of the obligations and liabilities set forth in said Contract dated October 7, 1981.

DATED this 25 day of March, 1994.

Leslie K. Benda

Leslie K. Benda

P. A. D.

STATE OF FLORIDA)

SS.

County of Collier

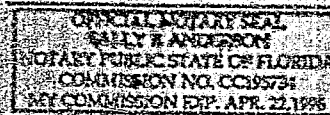
March 25, 1994.

Personally appeared the above named Leslie K. Benda and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: Suey B. O. O. O.

Notary Public for Florida

My commission expires:



STATE OF OREGON - COUNTY OF KLAMATH:

Filed for record at request of Aspen Title Co the 31st day of March A.D., 19 94 at 3:48 o'clock P. M., and duly recorded in Vol. M94 of Deeds on Page 9556.

FEE \$35.00

Evalyn Blenn County Clerk
By Dorlene Mullendore