

NA

82136

NO MERGER ESTOPPEL DEED MORTGAGE OR TRUST DEED

Vol. m94 Page 17564



THIS INDENTURE between DICK E. WILSON and CATHERINE F. WILSON
hereinafter called the first party, and UNITED STATES NATIONAL BANK OF OREGON
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. M89 at page 14019 thereof and/or as fee/file/instrument/microfilm/reception No. (state which), reference to those records hereby being made, and the notes and indebtedness secured by the 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 \$17,450.11, the same being now in default and the 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 the property in satisfaction of the indebtedness secured by the mortgage and the second party does now accede to that request.

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by the 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 situated in Klamath County, State of Oregon, to-wit:

Lot 3 and the N 1/2 of Lot 2, PONDEROSA PARK in the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

THIS NO MERGER ESTOPPEL DEED DOES NOT EFFECT A MERGER OF THE FEE OWNERSHIP AND THE LIEN OF THAT DEED OF TRUST DATED JULY 28, 1989 AND RECORDED JULY 31, 1989 IN VOLUME M-89, PAGE 14019, RECORDS OF KLAMATH COUNTY, OREGON, ON WHICH FIRST PARTY ARE GRANTORS AND SECOND PARTY IS BENEFICIARY (THE "DEED OF TRUST"). THE FEE AND THE LIEN OF THE DEED OF TRUST SHALL REMAIN SEPARATE AND DISTINCT.

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining: *first party's being allowed to remain in possession of the property until relinquished by this conveyance, and debt forgiveness by second party.

The true and actual consideration for this conveyance is \$..... (Here comply with ORS 93.030.)

(CONTINUED ON REVERSE SIDE)

Dick E. Wilson and Catherine F. Wilson
c/o 4371 Lathom Street, Suite 105
Riverside, CA 92501

Grantor's Name and Address
U.S. Bank of Oregon/Special Assets
P.O. Box 4385
Portland, OR 97208-4385

Grantee's Name and Address
After recording return to Name, Address, Zip:
U.S. Bancorp Law Division/WLL
P.O. Box 2200
Portland, OR 97208-2200

Shall requested otherwise send all tax statements to (Name, Address, Zip):
U.S. Bank of Oregon/Special Assets
P.O. Box 4385
Portland, OR 97208-4385

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 _____ and/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 the 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, at the first party is lawfully seized in fee simple of the property, free and clear of incumbrances except the mortgage or trust deed and further except judgment against D.E. Wilson and A.C. Wilson in favor of Western Bank filed October 20, 1991, Klamath County District Court Case No. 91-2592 CV, assigned to Southern Oregon Credit Service, Inc. 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 the 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 the premises hereby is surrendered and delivered to the 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 the premises directly or indirectly, in any manner whatsoever, except as set forth above.

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 name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated May 20, 1994

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dick E. Wilson
DICK E. WILSON

Catherine F. Wilson
CATHERINE F. WILSON

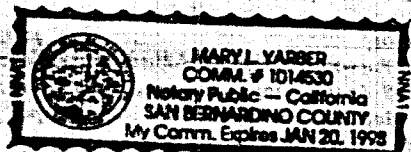
CALIFORNIA

STATE OF OREGON, County of San Bernardino, ss.

This instrument was acknowledged before me on May 20, 1994, by Dick E. Wilson and Catherine F. Wilson

This instrument was acknowledged before me on May 20, 1994, by Mary L. Yerber

as Notary of Rialta Co 92376



California

Notary Public for Oregon

My commission expires January 20, 1998

ART-CISNEROS, Chapter 7 Bankruptcy Trustee
U.S. Bkrcy Ct. Case 94-10038, C.D. Calif.

STATE OF CALIFORNIA, County of San Bernardino, ss.

This instrument was acknowledged before me on May 20, 1994, by ART-CISNEROS, as Bankruptcy Trustee.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Bancorp Mtge. the 3rd day of June A.D., 19 94 at 3:23 o'clock P M., and duly recorded in Vol. M94 of Deeds on Page 17564.

FEE \$35.00

Evelyn Biehn County Clerk
By Douglas M. Henderson