

OK

83606

06-30-94P03:17 RCVD

ESTOPPEL DEED

Vol. 94 Page 20385

THIS INDENTURE between Kathleen M. Erwin hereinafter called the first party, and Edward G. Tolleson and Charlotte L. Tolleson 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. 490 at page 16313 thereof or as fee/file/instrument/microfilm/reception No. (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 \$18,000.00, 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, his heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Parcel 1; Tax Account No; 3610 01400 01400 Government Lot 28 Sect. 14, Township 36 So, Range 10, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM a parcel of land to Beginning at a point 4360 ft. So. and 30 ft. East of the Northwest corner of Section 14; thence So. 260 ft; thence East 243 ft; thence North 260 ft.; thence West 243 ft. to the point of beginning, being a portion of Gov. Lot 28.

Parcel 2; Tax Account No; 3610 01400 01500 A parcel of land situated in Gov. Lots 28 and 29, Sect. 14, Township 36 So, Range 10 East of the Willamette Meridian, Klamath County, being described as beginning at a point 4360 ft. So. and 30 ft. East of the Northwest corner of Section 14; thence So. 300 ft. thence East 243 ft. thence North 300 ft.; thence West 243 ft. to the place of beginning, being a portion of Gov. Lots 28 and 29. This conveyance is made subject to Exhibit 8A8 attached and part hereof. Located on and included in the above property is the following- 1973 Concord Mobile Home (HS IS) ID No. 29342861469

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

(CONTINUED ON REVERSE SIDE)

Kathleen M Erwin

Gen. Del.

Sprauge River, Oregon 97639

GRANTOR'S NAME AND ADDRESS

Edward G. & Charlotte L Tolleson

5651 Hwy. 97 No.

Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Edward G & Charlotte L Tolleson

5651 Hwy. 97 No.

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Same as Grantee

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.

By _____ TITLE
Deputy

SPACE RESERVED
FOR
RECORDER'S USE

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

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his 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 \$18,000.00.

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).¹

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 shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, 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 hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated May 23, 1991

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.)
STATE OF ~~Missouri~~ Missouri

(ORS 12.570)

County of Franklin

ss.

The foregoing instrument was acknowledged before me on June 3, 1991, by

Kathleen M. Erwin

STATE OF OREGON, County of

ss.

The foregoing instrument was acknowledged before me this

19, by

president, and by

secretary of

corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

My commission expires: 1/15/94

NOTE: The sentence between the symbols \odot if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 30th day of June A.D. 1994 at 3:17 o'clock P.M. and duly recorded in Vol. 194 on Page 20385 of Deeds

Evelyn Biehn County Clerk

By Douglas M. Mendenhall

FEE \$35.00