

91592

23-94P03:13 RVD

**ESTOPPEL DEED
MORTGAGE OR TRUST DEED**

Vol 94 Page 360709

THIS INDENTURE between MARVIN SOMMERVILLE
hereinafter called the first party, and JOHN DAVID PALMER
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. M88 at page 19049 thereof and/or as fee/tile/instrument/microfilm/reception No. 93708 (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 \$ 8,635.09, 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 Oregon County, State of Oregon, to-wit:

A portion of Lots 5 and 6 in Block 41 of NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Block 41 in NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON: running thence Easterly 90 feet along the Southerly line of Washington Street; thence Southerly parallel with Sixth Street 35 feet; thence Westerly parallel with Washington Street 90 feet; thence Northerly along the line of Sixth Street 35 feet to the point of beginning, situate in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32 Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.
Klamath County Tax Account #3809-0322 B-07400.

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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

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

(CONTINUE ON REVERSE SIDE)

Marvin Somerville
2208 Laurel
Klamath Falls, OR 97601
Grantor's Name and Address
John David Palmer
PO Box 461
Groveland, CA 95321
Grantee's Name and Address
After recording return to (Name, Address, Zip):
John David Palmer
PO Box 461
Groveland, CA 95321
Until requested otherwise send all tax statements to (Name, Address, Zip):
John David Palmer
PO Box 461
Groveland, CA 95321

SPACE RESERVED
FOR
RECORDER'S USE

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/tile/instrument/microfilm/reception No. _____, Record of Deeds of said County.
Witness my hand and seal of County affixed.

NAME TITLE
By _____, Deputy

36071

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, that 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 none

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 November 23, 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.

Marvin Sommerville

STATE OF OREGON, County of Klamath ss.

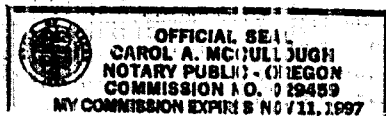
This instrument was acknowledged before me on November 23, 1994, by Marvin Sommerville

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Carol A. McCallough

Notary Public for Oregon

My commission expires Nov. 11, 1997



STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of Mountain Title Co the 23rd day of Nov A.D. 1994 at 3:13 o'clock P.M., and duly recorded in Vol. M94 of Deeds on Page 36070

FEE \$35.00

Evelyn Biehn - County Clerk

By Pauline MacLennan