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ESTOPPEL DEED
REAL ESTATE CONTRACT

Vol 195 Page 6895

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THIS INDENTURE between BARRY L. ASCHOFF and JOY Y. ASCHOFF, HUSBAND AND WIFE,
hereinafter called the first party, and ILA J. CHARRIER-ROETHLER,
hereinafter called the second party; WITNESSETH:

Reference is made to that certain contract for the sale of real estate (the "Contract") between the first party, as buyer, and the second party, as seller, which Contract, or a memorandum thereof, was recorded in the mortgage records of the county hereinafter named, in book/reel/volume No. m93 at page 10263 thereof and/or as fee/file/instrument/microfilm/reception No. _____ (state which). The total unpaid indebtedness presently secured by the Contract is the sum of \$ 27,357.85. The same is now in default, and the Contract is now subject to immediate foreclosure. Whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the first party's present interest in the property in satisfaction of the indebtedness secured by the Contract, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation and nullification of the Contract and indebtedness secured thereby), the first party does hereby grant, bargain, sell and convey unto the second party and second party's heirs, successors and assigns, all of the first party's interest in and to the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, to-wit:

A parcel of land lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of a tract conveyed to Loftus Gray and wife, by deed recorded June 21, 1961, in Book 330 at Page 395, said point being West 2236.6 feet from the Section corner common to Sections 1, 2, 11, and 12 of said Township and Range, and South to a point that is 425 feet North from the North line of Lost River; thence from said point of beginning, West parallel to the North line of said Section 11 a distance of 100 feet; thence South parallel to the East line of said Gray tract a distance of 400 feet, more or less, to the North bank of Lost River; thence East along Lost River to the East line of said Gray tract; thence North along the East line of said Gray tract a distance of 425 feet to the point of beginning.

The true and actual consideration for this conveyance is \$ 27,357.85 (Here comply with ORS 93.030.)

Barry L. and Joy Y. Aschoff
P.O. Box 235
Merrill, OR 97633
Grantor's Name and Address
Ila J. Charrier-Roethler
1205 W. 12th Street
Alturas, CA 96101
Grantee's Name and Address
After recording return to (Name, Address, Zip):
Ila J. Charrier-Roethler
1205 W. 12th Street
Alturas, CA 96101
Until requested otherwise send all tax statements to (Name, Address, Zip):
Ila J. Charrier-Roethler
1205 W. 12th Street
Alturas, CA 96101

SPACE RESERVED
FOR
RECORDER'S USE

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 _____ 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

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's interest in both the Contract and the property itself is free and clear of encumbrances except as created by the Contract and further except (if none, so state)

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 as above expressly excepted; that this deed is intended to restore full legal and equitable title to the second party, including 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, 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 March 23, 1995.

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.

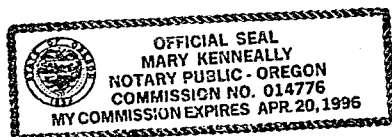
Barry L. Aschoff
BARRY L. ASCHOFF

Joy Y. Aschoff
JOY Y. ASCHOFF

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on March 23, 1995,
by Barry L. Aschoff and Joy Y. Aschoff

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



Mary Kenneally
Notary Public for Oregon
My commission expires 4/20/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 23rd day
of March A.D., 19 95 at 3:58 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 6895

FEE \$35.00

Bernetha G. Letsch, County Clerk
Lynette H. Heston