

ESTOPPEL DEED

THIS INDENTURE between HARRY A. WESTROM and ~~LINDA L. WESTROM~~, hereinafter called the "First Party," and MARVIN J. KLIEWER, and MARIE J. KLIEWER, husband and wife, hereinafter called the "Second Party;"

W I T N E S S E T H:

WHEREAS, the equitable title to the real property hereinafter described is in the First Party, subject to the lien of a Land Sale Contract, a Memorandum of which was recorded in the records of Klamath County, at book M-83 at page 5775, or as instrument number 24271, reference to said records hereby being made, and the indebtedness secured by said Land Sale Contract is now owned by the Second Party, on which said indebtedness there is now owing and unpaid the sum of \$31,946.42, together with interest on said sum at the rate of 9.5% per annum from February 27, 1995, until paid; the same being now in default and said indebtedness 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 and the Second Party does now accede to said request.

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the indebtedness secured by said encumbrance and the surrender thereof to the First Party), the First Party does convey and warrant unto the Second Party, his heirs, successors, and assigns, all of the following described real property situated in Klamath County, State of Oregon, to-wit:

All of Lots 10 and 11 of Imperial Acres, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the following:

Beginning at the most Southerly corner of said Lot 11; thence Northwesterly along the Southwesterly line of said Lot, 200 feet to a point; thence in a Northeasterly direction to a point on the East line of said Lot 11, said point being 183.5 feet Northwesterly of the Northerly line of Old Midland Road, which 183.5 feet is measured from the most Easterly corner of said Lot 11; thence in a South-easterly direction to a point on said North line of a road which is 136 feet Northeasterly from the point of beginning; thence Southwesterly along said North line of road, 136 feet to the point of beginning.

4946 Tingley Lane, Klamath Falls, OR

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING AND 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.

FIRST PARTY covenants with the Second Party, his heirs, successors and assigns, that the First Party owns an equitable interest in the property, free and clear of encumbrances except said Land Sale Contract and further except none other; 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

GRANTOR NAME AND ADDRESS Harry A. Westrom and Linda L. Westrom

GRANTEE NAME AND ADDRESS Marvin J. and Marie J. Kliever

AFTER RECORDING RETURN TO Neal G. Buchanan, 601 Main, #215, Klamath Falls, OR 97601

SEND TAX STATEMENTS TO Marvin J. and Marie J. Kliever, 6821 Henley Road, Klamath Falls, OR 97603

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 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 conveyance is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration, being in lieu of foreclosure.

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 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.

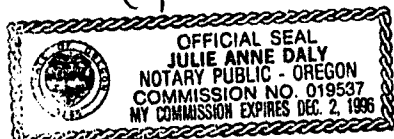
DATED this 21 day of MAY, 1995.

Harry A. Westrom
HARRY A. WESTROM

~~LINDA L. WESTROM~~ per Divorce Decree

STATE OF Oregon /County of Baker) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of May, 1995, by Harry A. Westrom.



Julie Anne Daly
NOTARY PUBLIC FOR 12/02/96
My Commission expires: 12/02/96

STATE OF _____ /County of _____) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 1995, by _____.

NOTARY PUBLIC FOR _____
My Commission expires: _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 22nd day of June A.D., 19 95 at 3:46 o'clock P M., and duly recorded in Vol. M95 of Deeds on Page 16458.

FEE \$35.00

Bernetha O. Leach, County Clerk
Bernetha O. Leach