

NA 5268

ESTOPPEL DEED
MORTGAGE OR TRUST DEED

Vol 1195 Page

23214

THIS INDENTURE between JAMES ATTO, JR. and TERRY ATTO
hereinafter called the first party, and BRIAN A. LEWIS
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. M93 at page 15084 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 \$19,090.38, 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:

Beginning at an iron pin in Tract 10 of DeWitt Home Tracts, which lies South 89° 44' West a distance of 1354.6 feet and South 1160.3 feet and South 89° 22' West a distance of 295.8 feet from the quarter section corner common to Section 7, Township 39 South, Range 9 East of Willamette Meridian, and Section 12, Township 39 South, Range 8 E.W.M. in Klamath County, Oregon and running thence: Continuing South 89° 22' West a distance of 60 feet to an iron pin; thence South 126.8 feet to an iron pin on the North line of Sunnyside Drive; thence East along the North line of Sunnyside Drive a distance of 60 feet to an iron pin; thence North 127.3 feet more or less, to the point of beginning, in NW¼SE¼ of Section 12 Township 39 South, Range 8 East of Willamette Meridian.

See exhibit A attached hereto, Memorandum of Land Sale Contract. All references to mortgages and/or trust deeds found herein shall be deemed to relate to exhibit A, Memorandum of Land Sale Contract, and the actual Land Sale Contract, which was filed in volume M93 at page 15084 in the records of the Clerk of Klamath County, State of Oregon.

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

The true and actual consideration for this conveyance is \$ 00.00 (Here comply with ORS 93.030.)

(CONTINUED ON REVERSE SIDE)

James Atto, Jr. and Terry Atto
5210 Sunnyside Lane
Klamath Falls, OR 97601

Grantor's Name and Address

Brian A. Lewis
11445 Highway 66
Klamath Falls, OR 97601

Grantee's Name and Address

After recording return to (Name, Address, Zip):

Brian A. Lewis
11445 Highway 66
Klamath Falls, OR 97601

Until requested otherwise send all tax statements to (Name, Address, Zip):

Brian A. Lewis
11445 Highway 66
Klamath Falls, OR 97601

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/file/instrument/microfilm/reception No. _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By _____, Deputy

00-28-95R03:20 RCVD

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

.....N/A.....

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 8-25, 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.

James D. Otto Jr.
Terry L. Otto

STATE OF OREGON, County of Klamath) ss.

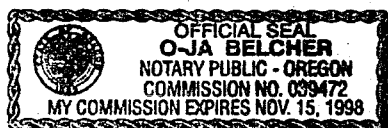
This instrument was acknowledged before me on 8-25, 1995,
by James D. Otto Jr. and Terry L. Otto

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____



O-Ja Belcher
Notary Public for Oregon
My commission expires Nov 15, 1998

MEMORANDUM OF LAND SALE CONTRACT

K-47531
 KNOW ALL MEN BY THESE PRESENTS, that on June 22, 1993, BRIAN A. LEWIS, as vendor(s) and JAMES ATTO JR. and TERRY ATTO, husband and wife, as vendee(s) made and entered into a certain land sale contract wherein said vendor(s) agreed to sell to said vendee(s) and the latter agreed to purchase from said vendor(s) the fee-simple title in and to the following described real property in Klamath County, State of Oregon, to-wit:

Beginning at an iron pin in Tract 10 of DeWitt Home Tracts, which lies South 89° 44' West a distance of 1354.6 feet and South 1160.3 feet and South 89° 22' West a distance of 295.8 feet from the quarter section corner common to Section 7, Township 39 South, Range 9 East of Willamette Meridian, and Section 12 Township 39 South, Range 8 E.W.M. in Klamath County, Oregon and running thence: Continuing South 89° 22' West a distance of 60 feet to an iron pin; thence South 126.8 feet to an iron pin on the North line of Sunnyside Drive; thence East along the North line of Sunnyside Drive a distance of 60 feet to an iron pin; thence North 127.3 feet more or less, to the point of beginning, in NW1/4 SE1/4 of Section 12 Township 39 South, Range 8 East of Willamette Meridian.

The true and actual consideration for the transfer, set forth in said contract, is \$27,000.

IN WITNESS WHEREOF, the parties have executed this memorandum on June 24, 1993.

THIS INSTRUMENT WILL NOT ALLOW USE OF 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.

Brian A. Lewis
 BRIAN A. LEWIS

James D. Atto Jr.
 JAMES ATTO JR.

Terry L. Atto
 TERRY ATTO

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared before me on the 24 day of June, 1993, the above named Brian A. Lewis and acknowledged the foregoing instrument to be his voluntary act and deed.



OFFICIAL SEAL
 NANCY L. DOANE
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 010307
 MY COMMISSION EXPIRES NOV. 01, 1995

Nancy L. Doane
 NOTARY PUBLIC FOR OREGON
 My Commission expires: 11-1-95

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared before me on the 27 day of June, 1993, the above named James Atto Jr. and Terry Atto and acknowledged the foregoing instrument to be their voluntary act and deed.



OFFICIAL SEAL
 NANCY L. DOANE
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 010307
 MY COMMISSION EXPIRES NOV. 01, 1995

Nancy L. Doane
 NOTARY PUBLIC FOR OREGON
 My Commission expires: 11-1-95

After recording return to:
 Richard N. Belcher
 815 Washburn Way
 Klamath Falls, OR 97603

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Richard N. Belcher the 25th day of June, A.D., 19 93 at 9:26 o'clock A.M., and duly recorded in Vol. 893 of Deeds on Page 15084
Evelyn Blain County Clerk
 By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 28th day of Aug, A.D., 19 95 at 3:20 o'clock P.M., and duly recorded in Vol. M95 of Deeds on Page 23214

Bernetha G. Peters County Clerk

By [Signature]

FEE \$40.00