

NAB8

7210

ESTOPPEL DEED
REAL ESTATE CONTRACT35933-KR Page 27008
Vol. 1795

THIS INDENTURE between OLIVER W. HUCKEBA AND STEVEN E. HUCKEBA
hereinafter called the first party, and EVERETT V. WILSON AND ELFIE L. WILSON husband and wife,
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. m91 at page 10510 thereof and/or as fee/file/instrument/microfilm/reception No. 30176 (state which). The total unpaid indebtedness presently secured by the Contract is the sum of \$. 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:

Lot 34 in Block 49, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT PLAT NO. 2, together with a 1959 KIT mobile home VI# 49X1FS33 which is firmly affixed to the real property.

The true and actual consideration for this conveyance is \$*0* (Here comply with ORS 93.030.)

Grantor's Name and Address

Grantee's Name and Address

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

Mr. and Mrs. Everett V. Wilson
5422 BLUE HERON DRIVE
BONANZA, OREGON 97623

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

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

10-06-95A09:01 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'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)

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 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 August 7, 1995

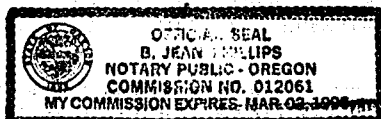
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Oliver W. Huckeba
Oliver W. Huckeba
Steven E. Huckeba
Steven E. Huckeba

STATE OF OREGON, County of *Klamath*, ss.

This instrument was acknowledged before me on *8-7-95*, 19*95*,
by *Oliver W. Huckeba - Steven E. Huckeba*

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



B. Jean Phillips
Notary Public for Oregon
My commission expires *3-2-96*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 6th day
of October A.D., 19 95 at 9:01 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 27008

FEE \$35.00

Bernetha G. Letsch, County Clerk
By *Annette Mueller*