

GRANTOR NAME AND ADDRESS Anna M. Merchant
 GRANTEE NAME AND ADDRESS Everett V. Wilson and Elfie L. Wilson
 5422 Blue Heron Drive, Bonanza, Oregon 97623
 AFTER RECORDING RETURN TO Everett V. Wilson and Elfie L. Wilson
 5422 Blue Heron Drive, Bonanza, Oregon 97623
 SEND TAX STATEMENTS TO Everett and Elfie Wilson
 5422 Blue Heron Drive, Bonanza, Oregon 97623

ESTOPPEL DEED

THIS INDENTURE between ANNA M. MERCHANT, hereinafter called the "First Party," and EVERETT V. WILSON and ELFIE L. WILSON, husband and wife, hereinafter called the "Second Party;"

WITNESSETH:

WHEREAS, the equitable title to the real property hereinafter described is in the First Party, subject to the lien of a Land Sale Contract, dated October 5 1995, and recorded October 6, 1995, in the records of Klamath County, at book M-95 at page 27010 wherein EVERETT V. WILSON and ELFIE L. WILSON are vendors and ANNA M. MERCHANT is vendee; 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 \$24,210⁶⁴, together with interest on said sum at the rate of 7 % per annum from 10-5-96 until paid; in addition, real property taxes are unpaid in the sum of \$; the same being now in default and said indebtedness being now subject to immediate foreclosure, and whereas the First Party, being unwilling or unable to pay the same, has requested the Second Party to accept an absolute deed of conveyance of said property in lieu of foreclosure and the Second Party does now accede to said request.

NOW, THEREFORE, for the consideration hereinafter stated the First Party does convey and warrant unto the Second Party, his heirs, successors, and assigns, all of that certain real property situated in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Lot 34 in Block 49, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER with a certain 1959 KIT mobile home VIN 49X1FS33 which is firmly affixed to the real property.

TOGETHER with any interest in that certain Waterway Easement and Well Agreement entered into by and between the parties and dated October 5, 1995, and recorded October 6, 1995, in Vol. M-95, page 27014, Records of Klamath County, Oregon

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.

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; 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 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

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 the whole 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.

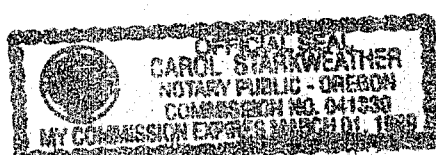
IN WITNESS WHEREOF, the First Party above named has executed this instrument; if First Party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

DATED this 25 day of November, 1996.

Anna M. Merchant
ANNA M. MERCHANT

STATE OF OREGON/County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of November 1996, by ANNA M. MERCHANT



Carol Starkweather
NOTARY PUBLIC FOR OREGON
My Commission expires: 3-1-99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Everett V. Wilson the 3rd day
of December A.D., 19 96 at 11:33 o'clock A. M., and duly recorded in Vol. M96
of Deeds on Page 37778
Bernetha G. Letsch County Clerk
By Betha Rose

FEE \$35.00