41063 97 JL 15 ATT:04

3

3

6

7

8

12

14

16 17

18

19

20

21

23

24

23

28

20

31

THIS INDENTURE between Hichael B. Krug. Sr. & Ronda L. Krug, husband & wife and Sugan Smith. Bankruptcy Trustee, called the first party, and Robert V. Mothem. St., hereinsfter called the second party,

## WITKESSETH.

MHEMEAS, 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. M92 at page 18148 thereof, reference to said records hereby being made, and the notes and indebtedness secured by said 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 \$1,150.28 + intorest from 2/1/96 at the rate of 10% per annum, the same being now in default and said 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 said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request.

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by said 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 situate in Klamath County, State of Oregon, to-wit.

Lot 84, Block 114, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 4, in the County of Klamath, State of Oregon. Code 36 Map 3711-360CO TL 5100.

together with all of the tenements, hereditaments and appurtenances thereunto relonging in or anywise appertaining;

TO HAVE AND TO HOLD the same unto said 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 said property, free and clear of incumbrances except said mortgage or trust deed; 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 attorpeys; 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 said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1,150.28 + interest from 2/1/96 at the rate of 10% per annum.

THIS IESTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LANS AND REGULATIONS. BEFORE SIGNING OR ACCIPITING THIS INCOMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD

Estoppel Deed - Page 1

32 WILLIAM L. SISELIONE Compy al Law 1140 Main Street HEAVIATH FALLS, ORE 67861 541/032-7239 11.5 G. #771238

CHAIR WITH THE APPROPRIATE CITY OR COURTY PLANNING DEPARTMENT TO VERLEY APPROVED USIS AND TO DETERMINE ANY LIMITS OF LANSUITS ACAINST FARMING OR YORKST PRACTICES as defined in Cas 33.930. IN WITHESS WHENEXE, the first party above named has executed this 3 instrument; Dated: <u>February</u> 3 Susan Smith, Bankruptcy Trustee 10 STATE OF CALIFORNIA ) 11 County of Markon ) SS: Personally appeared the above named Michael B. Krug, Sr. and Roma Lee Krug and acknowledged the foregoing instrument to be their 12 voluntary act and deed. 13 JOHN R. HERNANDEZ 14 COMM. # 1042857 NOTARY PUBLIC & CALIFORNIA otary Public for California My Commission Expires: 15 YOUR COUNTY My Comm. Expires Oct. 23, 1998 SEMEROPENEEOPENEOPENEO 16 County of Malo ) SS On this the /a/ day of February, 1997, before me a 17 Notary Public in and for said county and state, personally appeared Susan Smith, of the State of California, county of \_\_\_\_\_\_\_. known to me to be the person described in the foregoing instrument, and acknowledged that she executed 18 the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. 19 20 JOHN R. HERNANDEZ COMM. # 1042857 NOTARY PUBLIC • CALIFORNIA 21 tary Public for California Commission Expires: 22 23 24 25 26 27 28 29 30 31

Hellus Lebendere A devey at Leb B 0 Main Stree Klasseth Falls, Case 87801 \$1862 7224

O.B.B. FRHEIS

32

Nstoppel Deed - Page 2

10		ar of Don Hai	ant dos notifici en 1129 - SA	III.	
(A) personally known	1de 8.7	Tug.	o me on th	MADIVOUA CICORFORAT	*
		basis of syllerice syllerice person(s) within ir acknowle he/sike/th	leatisfactory to be the ) whose name ubscribed to to strument ar edged to me to ley executed	(S) CATTORNEY (He) CITRUSTEES (Id) CIOUARDIAN (He) COTHER: (the)	
		authorize and that signature instrume or the en of which actud,		S), SKIKER IS RE	PAZSZETING: conie) or Entrylas) bedraut (Opelana)
	ğ Witne	instruma ess my hand	nt. and official se		
	: }	A STATUTE	grande 1 ESFNOTANOS)	SAFACITY CI	AIMED BY SKINGR(8)
	rention notary			AMPOUNTAIN DEORPORAT OFFICENSI	
The information requested recording of this document tackild, however, prevant insultarized document.	is not required by It	aw and is also c	optional.	Opartneris Clattringey Otrusteeis	i Climited Coenenal In Fact
Aus l'ée attached To the document — Nuilea d Rescribed at Right:	.,	Corasiese <u>iff</u>	<u>6/11</u>	Dotner: Signer ei re	after the first of the control of
				LICENTIA OF PAGE	ental or Entryland
yol Cotts Poris 63340 for 5-34 to LLE REGISE ACKNOMERISEN WI	n dans 8-24. Pieta Frit. o Egner Capacity/signies	COTTO FORMS, NC. HTANONING INCE	PRINTS		

Filed for record at request of Aspen Title & Escrow the 15th day of July A.D., 19 97 at 11:04 o'clock A. M., and duly recorded in Vol. M97 of Deeds on Page 22106

FEE \$40.00 Bey Attilia frac