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Vol. 178 Page 29933

GRANTOR IS:  
Diversified Assets, Inc.

DIVERSIFIED ASSETS, INC.  
P.O. BOX 100  
WINDSOR, CA 95482

DIVERSIFIED ASSETS, INC.  
P.O. BOX 771  
WINDSOR, CA 95482

GRANTEE IS:  
Mainlander Services Corp.  
25 82nd Drive, Suite 200  
Gladstone, Oregon 97027

TRUE CONSIDERATION IS:  
\$--0--

RECORDED AT REQUEST OF AND  
AFTER RECORDING RETURN TO:  
Carlton D. Warren  
850 NE 122nd Avenue  
Portland, OR 97204

ATC 04047524

ESTOPPEL DEED - NO MERGER

Grantor, Diversified Assets, Inc., a California corporation, herewith grants, conveys and warrants unto Mainlander Services Corporation, Grantee, the following described real property located in Klamath County, Oregon and described as follows, to-wit:

See Exhibit "A" attached hereto.

Grantor further conveys to Grantee all personal property, fixtures, attachments and all rights related to said property to the Grantee.

The true consideration for the execution and delivery hereof is \$0, however, the entirety of the consideration for this deed is other property in the form of the undertakings described below.

Grantor covenants that:

This deed is ABSOLUTE IN EFFECT and conveys unto the Grantee the fee simple title of the property above described and all rights, direct or indirect therein and/or related to the property, and this deed is not a mortgage, trust conveyance, or security of any kind whatsoever.

Grantor is the owner of the property free of all encumbrances except Grantee's mortgage or trust deed (mortgage) dated May 17, 1996, recorded on May 23, 1996 at Volume M96, Page 15024

in the official records of the County stated above, and that the property is free of all liens and encumbrances, excepting only as described as exceptions in the said mortgage or trust deed or in Grantee's previously issued title insurance policy and specifically designated therein as being superior to the interests of the Grantee. Grantor has neither suffered nor created nor has there been any work, labor or materials bestowed upon or adjacent to the subject premises for which a lien may be filed.

Grantor herewith waives, surrenders, conveys and relinquishes any equity of redemption and all statutory rights of redemption and all other rights of redemption, direct or indirect, concerning the property and the said Grantee's mortgage.

Grantor is not acting under any misapprehension as to the final legal effect of this deed, nor under any duress, undue influence or misrepresentation of Grantee, its agent or attorney or any other person. GRANTOR UNDERSTANDS THIS IS A FULL AND FINAL CONVEYANCE OF AND RELEASE OF ALL GRANTOR'S INTEREST, DIRECT OR INDIRECT, IN THE DESCRIBED PROPERTY.

Both parties agree that:

This deed does not effect a merger of the fee ownership and the lien of any of the mortgages, trust deeds or other rights in the property described above. The fee and the said liens and other Grantee's rights shall hereafter remain separate and distinct for all purposes.

The indebtedness evidenced by the promissory note for which the said mortgage or trust deed was given represents a fair value of the above described property herein conveyed, and that the said mortgage or deed of trust was made by Grantor freely and voluntarily and not under duress, undue influence, misapprehension or misrepresentation by the above-named Grantee, its predecessors or its agents, and that Grantor is solvent and said mortgage or deed of trust was not given for the purpose of preference with respect to any creditor, nor given to hinder, delay or defraud creditors, but in good faith for the consideration therein involved.

The current debt secured by the said mortgage or deed of trust is \$221,072.37 which is the fair present value of the property.

Grantee covenants that:

By acceptance of this deed, Grantee shall forever forbear taking any action to collect any deficiency against Grantor personally for any of the sums described in the promissory note given to secure the mortgage/trust deed above described, other than by foreclosure of that security instrument,

and that in any proceeding to foreclose that security instrument, Grantee shall not obtain a deficiency judgment against Grantor for the debt evidenced by the said promissory note, such deficiency rights in any such foreclosure proceeding being hereby waived.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

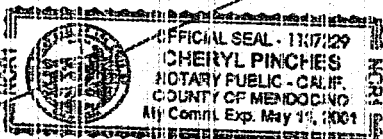
DATED this 6th day of July 1998.

DIVERSIFIED ASSETS, INC.

By William Higgins  
William Higgins, President

CALIFORNIA  
STATE OF OREGON )  
COUNTY OF MENDOCINO ) SS.  
North

Personally appeared before me the above-named WILLIAM HIGGINS, who is the President of Diversified Assets, Inc. a corporation, and acknowledged that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed, this 6th day of July 1998.



Cheryl Pinches  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: May 19, 2001

SEE ATTACHED

# ALL-PURPOSE ACKNOWLEDGMENT

289941

State of California

County of MENDOCINO

SS.

On August 6<sup>th</sup> 1998 before me,

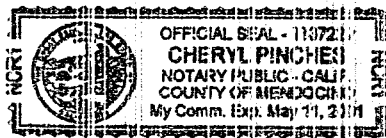
personally appeared William Higgins

CHERYL PINCHES  
(NOTARY)

NOTARY(S)

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cheryl Pinches  
NOTARY'S SIGNATURE

## OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER

President  
TITLE(S)

- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Trust Deed dated MAY 17, 1996  
Recorded 5/24/96 Vol. 1496 Page 1502  
ESTOPPEL DEED- NO MERGER

TITLE OR TYPE OF DOCUMENT

CODE 156 MAP 3809-2700 TL600  
" 136 " 3809-3409 TL200

4  
NUMBER OF PAGES

DATE OF DOCUMENT

The SW 1/4 SW 1/4 of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NW 1/4 NW 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING the following described parcels of land:

Beginning at the 1/16 section corner in the center of the NW 1/4 of Section 34; thence North 89 degrees 25' West 561.1 feet; thence North 0 degrees 19' West 775.3 feet; thence South 89 degrees 25' East 561.1 feet; thence South 0 degrees 19' East 775.3 feet to the point of beginning.

Beginning at the Southwest corner of the said NW 1/4 NW 1/4; thence North 0 degrees 28' West 253 feet to the Northerly right of way line of the State Highway; thence along said right of way line South 73 degrees 47' 15" East on the long chord of a curve to the right a distance of 186.1 feet; thence on a 1592.4 foot radius curve right (the long chord of which bears South 67 degrees 29' 13" East 182.1 feet) a distance of 182.2 feet; thence South 73 degrees 31' East 368.1 feet to the North line of a county road; thence South 89 degrees 46' East 70 feet to the East line of I.L.C. Gooding property; thence South 0 degrees 19' East 30 feet to the South line of said NW 1/4 NW 1/4; thence North 89 degrees 46' West 775.9 feet along the South line of said NW 1/4 NW 1/4 to the place of beginning.

ALSO SAVING AND EXCEPTING that portion deeded to the State of Oregon by and through its State Highway Commission by deed recorded January 29, 1965 in Book 359 at Page 112, Deed Records of Klamath County, Oregon.

AND FURTHER SAVING AND EXCEPTING the North 60 feet of the NW 1/4 NW 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

AND FURTHER SAVING AND EXCEPTING that portion deeded to Klamath County by deed recorded September 3, 1992 in Book M-92 at Page 20200.

CODE 156 MAP 3809-2700 TL 600

CODE 154 MAP 3809-34EB TL 200

Permitted Encumbrances: Rights of the public in and to any portion of the property lying within the boundaries of roads or highways; Easement recorded August 1, 1942 at Book 149 Page 54; Easement recorded February 4, 1944 at Book 162 Page 113; Easement recorded December 23, 1960 at Book 327 Page 289; Reservation in deed recorded January 29, 1965 at Book 359 Page 112; Trust Deed recorded October 3, 1990 at Book M-90 Page 19987

All book and page references are to the real property records of the County of Klamath, State of Oregon.

EXHIBIT 1A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 13th day of August A.D. 1998 at 1:39 o'clock p. M. and duly recorded in Vol. M98 of Deeds on Page 29938.

FEE \$50.00

By Bernetha G. Letsch, County Clerk