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74677

MTC 41045

Vol. M99 Page 5295  
STATE OF OREGON, Klamath ss.

FORM No. 240 - ESTOPPEL DEED - MORTGAGE OR TRUST DEED (in lieu of foreclosure) (Individual or Corporate)

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Vol. M99 Page 5293

Sandra Blackard  
700 Crater Lake Ave., Apt 26  
Medford, OR 97504

First Party's Name and Address  
SHAMROCK DEVELOPMENT COMPANY  
2250 Ranch Road  
Ashland, OR 97520

Second Party's Name and Address  
After recording, return to (Name, Address, Zip):  
Shamrock Development Company  
2250 Ranch Road  
Ashland, OR 97520

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
Shamrock Development company  
2250 Ranch Road  
Ashland, OR 97520

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. \_\_\_\_\_, Records of said County.

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

MTC 1396 - 7679 By \_\_\_\_\_ Deputy.

ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

THIS INDENTURE between SANDRA LEE BLACKARD, who acquired title as Sandra Lee Provence hereinafter called the first party, and SHAMROCK DEVELOPMENT COMPANY, an Oregon corporation 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 Records of the county hereinafter named, in book/reel/volume No. M93 on page 4508, and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate 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 \$ 15,604.70, 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 or trust deed, 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 the 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 and to second party's heirs, successors and assigns, all of 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 7 in Block 8 of TRACT 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true and actual consideration for this conveyance is \$ foreclosure in lieu of (Here comply with ORS 93.030.)

(OVER)

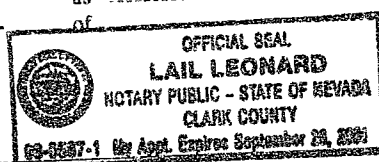
by NICHOLAS J. FISH

This instrument was acknowledged before me on November 20, 1997.

by Leanna Santonague

as

of



Notary Public for Oregon Nevada

My commission expires 9/26/2001



TO HAVE AND TO HOLD the same unto the second party and 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 and second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) 1998-99 taxes, due and payable

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, 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 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 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 February 1, 1999

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.

SANDRA LEE BLACKARD

STATE OF OREGON, County of Jackson

This instrument was acknowledged before me on February 1, 1999

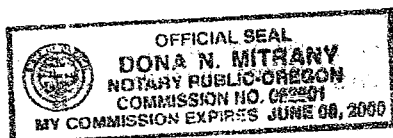
by SANDRA LEE BLACKARD

This instrument was acknowledged before me on February 1, 1999

by

as

of



Notary Public for Oregon

My commission expires 6-8-2000

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 16th day of February A.D. 1999 at 11:26 o'clock A.M. and duly recorded in Vol. M99

of February of Deeds on Page 5293

FEE

\$35.00

Linda Smith, County Clerk

by Kathleen Ross