

Chatchai Pleinnikul and Kathleen Pleinnikul, as tenants by the entirety, Grantor

Vol M99 Page 27919

Joan D. Odgers, Grantee

After Recording return to:

1999 JUL 13 AM 11: 41

Joan D. Odgers

3500 Summers Lane #24

Klamath Falls, OR 97603

ESTOPPEL DEED

THIS INDENTURE between Chatchai Pleinnikul and Kathleen Pleinnikul, as tenants by the entirety, hereinafter called the first party, and Joan D. Odgers, 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 mortgage records of the county hereinafter named, in Volume No. M96, at page 30449 of the Microfilm Records of Klamath County, Oregon 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 \$42,510.24, 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 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, her heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Lots 3, Block 7, Tract No. 1093, PINECREST, in the County of Klamath, State of Oregon.

CODE 113 MAP 3614-30D0 TL 3700

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

TO HAVE AND TO HOLD the same unto said second party, her heirs, successors and assigns forever.

And the first party, for herself and her heirs and legal representatives, does covenant to and with the second party, her heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances; 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 not given as a preference over other creditors of the first party and that at the 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 \$42,510.24.

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 required, 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 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.

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 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.

Chatchai Pleinnikul

Kathleen Pleinnikul

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by Chatchai Pleinnikul and Kathleen Pleinnikul.

(SEAL)

Before me: _____
Notary Public for _____
My Commissioner Expires: _____

STATE OF OREGON, County of Klamath)ss.

I certify that the within instrument received for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and recorded in book/reel/ volume No. ____ on page ____ or as fee/file/instrument/microfilm/reception No. _____, Recorded of Deeds of said County.

Witness my hand and seal of County affixed.

Name _____ Title _____
By _____ Deputy

SEE ATTACHED DOC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

27921

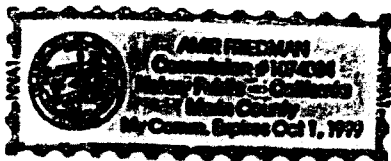
State of California

County of MARIN

On JULY 1, 1999 before me, AMIR FRIEDMAN, NOTARY PUBLIC

personally appeared CHATCHAI PLENNIKUL AND KATHLEEN PLENNIKUL

☒ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Amir Friedman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: STOPPED DEED

Document Date: 7-1-99 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

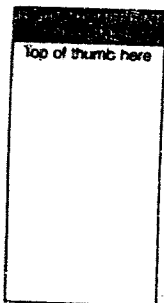
Capacity(ies) Claimed by Signer(s)

Signer's Name: CHATCHAI PLENNIKUL

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

N/A

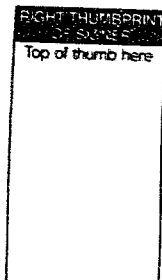


Signer's Name: KATHLEEN PLENNIKUL

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

N/A



State of Oregon, County of Klamath
 Recorded 7/13/99, at 11:41 a.m.
 In Vol. M99 Page 27919
Linda Smith,
 County Clerk Fees 40 - AR