

ATC #04049644
ESTOPPEL DEED

THIS INDENTURE between Rodney D. Miller and Kelly A. Miller hereinafter called the first party, and Forrest D. Jamison and Dolores M. Jamison, 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 Trust Deed recorded in the mortgage records of the county hereinafter named as fee No.44702 *reference to said *M97 Page 29185 records hereby being made, and the notes and indebtedness secured by said trust deed are now owed by the second party, on which notes and indebtedness there is now owing and the unpaid sum of \$46,000.00 plus interest, costs and attorney fees, the same being now in default and said 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; and the second party does now accede to said request.

NOW THEREFORE, for the consideration hereinafter stated, the first party does hereby grant, bargain, sell and convey unto the second party, their heirs, successors and assigns, all of the foregoing described real property situate in Klamath County, State of Oregon, to wit:

See Exhibit "A" attached hereto.

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

This deed does not affect a merger of the fee ownership and the lien of the trust deed described above. The fee and lien shall hereinafter remain separate and distinct.

By acceptance of this deed, grantees covenant and agrees that they shall forever forbear taking any action whatsoever to collect against grantors on the promissory note, given to secure the trust deed above described, other than by foreclosure that trust deed and that in any proceeding to foreclose the trust deed they shall not seek, obtain, or permit a deficiency judgement against grantors, or their heirs or assigns,

such rights and remedies being hereby waived.

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

And the first party, for themselves and their heirs and legal representatives, do covenant to and with the second party, their heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrances except said Trust Deed and further except those liens and encumbrances set forth in Sale Guarantee No. G-5203-M22-001993, that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof, against 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 affect 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 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 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 \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration hereof.

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 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 to individuals.

IN WITNESS WHEREOF, the first party above named
has executed this instrument.

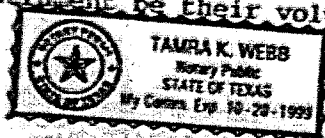
THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Rodney D. Miller

Kelly A. Miller
Kelly A. Miller

STATE OF ~~OREGON~~ *Texas*
County of ~~Clatsop~~ *Cameron*) ss
~~Klamath~~)

Personally appeared before me Rodney D. Miller and Kelly A. Miller and acknowledged the foregoing instrument be their voluntary act and deed.



Notary Public for Oregon-Texas
My Commission Expires 10-20-99

After Recording return to:

Duane Wm. Schultz
Attorney at Law
245 NW B Street
Grants Pass, OR 97526
541-474-1161

Send all Tax Statements:

Forrest Jamison
Delores Jamison
6201 Thompson Crk Rd
Applegate, OR 97530

3. The land referred to in this policy is situated in the State of Oregon, County of Klamath, and described as follows:

A portion of Lots 5 and 6, Block 63, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Easterly line of 8th Street, 40 feet Southeasterly from the most Westerly corner of Lot 5, Block 63, of Nichols Addition to the City of Klamath Falls; thence 40 feet Southeasterly along the Easterly line of 8th Street; thence 82.10 feet Northeasterly and paralleling Grant Street; thence 40 feet Northwesterly and paralleling 8th Street; thence 82.10 feet, more or less, Southwesterly to the point of beginning.

CODE 1 MAP 3809-2000 TL 19100

State of Oregon, County of Klamath
Recorded 8/23/99, at 2:13 p.m.
In Vol. M99 Page 33993
Linda Smith,
County Clerk Fee \$ 45.00