

2000 MAR -1 PM 3:42

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AFTER RECORDING RETURN TO:

Shapiro & Kreisman
201 NE Park Plaza Drive, #150
Vancouver, WA 98684

State of Oregon, County of Klamath
Recorded 3/01/00, at 3:42 p.m.
In Vol. M00 Page 6554
Linda Smith,
County Clerk Fee\$ 31.00

ESTOPPEL DEED

THIS INDENTURE between Larry D. & Susan M. Jameson, hereinafter called the first party, and BAHS Bank of America, FSB 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 herein after named, in Book No. M96 at Page 12742 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 \$79,885.93, the same being now in default and said mortgage or trust deed 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 herein after stated, the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successor and assigns all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Lot 23, Block 1 of Tract No. 1017, MOUNTAIN LAKES HOMESITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

INCLUDES a 1996 Redman Manufactured Home, Eastport Model, 56'x42', SN 1822983

more commonly known as: 30207 Island Circle Drive, Klamath Falls, OR 97601

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

SEND FUTURE TAX STATEMENTS TO:

GreenPoint Credit
10089 Willow Creek Road
San Diego, CA 92131

CONSIDERATION AMOUNT: \$0.00

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

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or trust deed and further except covenants, conditions, restrictions and easements of record; that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demand 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 the 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.

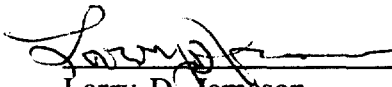
The true and actual consideration paid for this transfer, stated in terms of dollars, is -0-.

However, the actual consideration of includes other property or value given or promised which is the whole consideration.

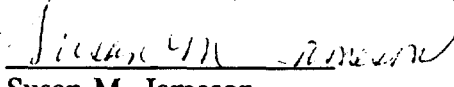
In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, 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; if the first party is a corporation, it has caused its corporate named to be signed hereto and its corporate seal affixed by it officers duly authorized thereunto by order of its Board of Directors.

Dated OCT 12 1999


Larry D. Jameson

October 12, 1999


Susan M. Jameson

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.

STATE OF California)
) SS.
County of Fresno)

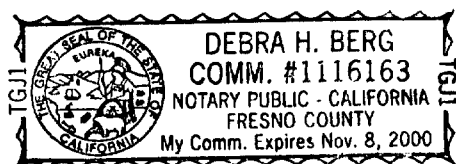
The foregoing instrument was acknowledged before me this 12th day of October, 19 99, by Larry D. Jameson.



Debra N. Beyer
Notary Public for 11-8-00
My commission expires:

STATE OF California)
) SS.
County of frisco)

The foregoing instrument was acknowledged before me this 12th day of October, 19 99, by Susan M. Jameson.



Sandra N. Berg
Notary Public for 11-8-00
My commission expires:

S&K #: 99-13507
Loan #: 41301691