FORM No. 663 - ESTOPPEL DEED - REAL ESTATE CONTRACT (in lieu of fore	iclosure) (Individual or Corporate). COI	PYRIGHT 1997 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204
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	1	Vol_ <u>MOO</u> _Page
Dempsey D. Kates and		STATE OF OREGON, } ss.
Darla J. Beshara		County of J
First Party's Name and Address 7(1)		I certify that the within instrument
Faye Robinson 200	APR 13 FH 3:49	was received for record on the day of, 19, at
2960 Bisbee Street		o'clock
Klamath Falls, OR 97603		book/reel/volume No on page
Second Party's Name and Address After recording, return to (Name, Address, Zip):	SPACE RESERVED	and/or as
Melvin D. Ferguson, Attorney at Law	FOR RECORDER'S USE	fee/file/instrument/microfilm/reception No.
514 Walnut Avenue		, Records of said County.
Klamath Falls, OR 97601		Witness my hand and seal of County affixed.
Until requested otherwise, send all tax statements to (Name, Address, Zip): Faye Robinson		anixed.
2960 Bisbee Street		
Klamath Falls, OR 97603		
	NOTO MARINA	By, Deputy.
	MTC 49822	
ESTOPPEL DEED		
REAL ESTATE CONTRACT		
THIS INDENTURE between Dempsey D. Kates and Darla J. Beshara		
hereinafter called the first party, and <u>Faye Robinson</u> ,		
hereinafter called the second party; WITNESSETH: Reference is made to that certain contract for the sale of real estate (the "Contract") between the first party, as buyer, and the		
second party, as seller, which Contract, or a memorandum thereof, was recorded in the Records of the county hereinafter named, in book/reel/volume No. <u>M86</u> on page <u>19045</u> , and/or as fee/file/instrument/microfilm/reception No. (indicate which). The total unpaid indebtedness presently secured by the Contract is the sum of $\frac{42,222.00}{222.00}$. The same is now		
in default, and the Contract is 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 first party's present interest in the property in satisfac-		
tion of the indebtedness secured by the Contract, and the second party does now accede to that request;		
NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the Contract and the in-		
debtedness secured thereby), 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 first party's interest in and to the following described real property, with the tenements, hered-		
itaments and appurtenances thereunto belonging or in any way appertaining, situated in <u>Klamath</u> County,		
State of Oregon, to-wit:		
The South 1/2 South 1/2 Southwest 1/4 Southwest 1/4 of Section 25, Township 36 South, Range 11 East of the Willamette Meridian, in the County of Klamath,		
State of Oregon		
*** signing this document and returning the same to the second party owes nothing further		
to the second party for the indebtedness secured by the contract. Darla J. Beshara has		
thirty (30) days from the date she signs this doucment to remove any personal property		
of Darla J. Beshara from the subject property.		
* Memorandum of a Modified R	eal Estate Contract	was recorded September 11, 1996,
in Volume M96, page 28565-66, Microfilm Records of Klamath County, Oregon		

The consideration for this conveyance is that the first party issues and the second party accepts this Deed in Lieu of Foreclosure. The second party is entitled to keep all payments previously made by the first party(ies) on the contract. First party upon ***

31.00

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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 as above expressly excepted; that this deed is intended to restore full legal and equitable title to the second party, including 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 is hereby 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.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIPTION DESTRUMENT, THE VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST Demosey Ď. Beshar PRACTICES AS DEFINED IN ORS 30.930. STATE OF OREGON, County of ... This instrument was acknowledged before me on _____anuacy___ by Dimpser D Kates This instrument was acknowledged before me on ______MOR.ch___31, 2000____ DARIA J. BESHARA by ___ Notary Public for Oregon OFFICIAL SEAL My commission expires ____ VICKI SWINDLER **IOTARY PUBLIC-OREGON** COMMISSION NO. 305362 STATE OF OREGON MY COMMISSION EXPIRES OCT. 8, 2001 County of 19MA This instrument was acknowledged before me on , 2000, by Darla J. Beshara. OFFICIAL SEAL Notary Public for Oregon DEBORAH TORRIE NOTARY PUBLIC - OREGON COMMISSION NO. 304727 My Commission Expires Oct 4 2001 MY COMMISSION EXPIRES OCT. 14, 2001 19-00

EXHIBIT "A" EXCEPTIONS

1. Taxes for the fiscal year 1997-1998, delinquent.Account No: 3611 02500 01700Key No: 336808Amount: \$158.54 plus interestCode No: 008

2. Taxes for the fiscal year 1998-1999, delinquent.Account No: 3611 02500 01700Key No: 336808Amount: \$161.48 plus interestCode No: 008

3. Taxes for the fiscal year 1999-2000, a lien due and payable.Account No: 3611 02500 01700Amount: \$163.89 plus interestCode No: 008

4. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

5. Reservations, subject to the terms and provisions thereof, as contained in Patent recorded December 17, 1957 in Volume 296, page 290, Deed Records of Klamath County, Oregon, to wit:

"Subject to the reservation of all subsurface rights, except water, to the heirs of Lizzie Copperfield, theirs heirs and assigns, under the terms approved by the Secretary of the Interior, march 25, 1946, pursuant to said Act. Excepting, however, from this conveyance that certain fire road and all appurtenances thereto, constructed by the United States, through, over, or upon the land herein described, and the right of the United States, its officers, agents, or employees to maintain, operate, repair or improve the same so long as needed or used for or by the United States."

6. Telephone Right of Way Easement, subject to the terms and provisions thereof; Dated: April 7, 1984 Recorded: August 9, 1984 Volume: M84, page 13396, Microfilm Records of Klamath County, Oregon In favor of: Telephone Utilities of Eastern Oregon, Inc.

7. Underground Right of Way created by instrument, subject to the terms and provisions thereof; Recorded: September 9, 1996

Recorded: September 9, 1996 Volume: M96, page 28232, Microfilm Records of Klamath County, Oregon In favor of: Pacific Power & Light Company

State of Oregon, County of Klamath Recorded 04/13/00, at $3:\sqrt{9 \rho}$ m. In Vol. M00 Page 12/34

Linda Smith, County Clerk Feel

Fee\$_3/ **