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C00-97  
ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

Vol M00 Page 35784

THIS INDENTURE between David A. Browning and Carolyn J. Avila  
hereinafter called the first party, and Home Advantage Services, LLC  
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 book/reel/volume No. M95 at page 24788 thereof and/or as fee/file/instruments/microfilm/reception No. \_\_\_\_\_ (state 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 \$ 25,217.89, 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 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 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, second party's heirs, successors and assigns, all the following described real property situated in Klamath County, State of Oregon, to-wit:

Lot 54, Block 1, Tract 1098-Split Rail Ranchos, Klamath County, Oregon

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

The true and actual consideration for the conveyance is \$ In Lieu of Foreclosure (Here comply with ORS 93.030.)

(CONTINUED ON REVERSE SIDE)

Grantor's Name and Address

Grantee's Name and Address

After recording return to (Name, Address, Zip):

Home Advantage  
1470 NE First Street, Suite 100  
Bend, OR 97701

Until requested otherwise send all tax statements to  
(Name, Address, Zip):

(DON'T USE THIS  
SPACE, RESERVED  
FOR RECORDING  
LABEL IN COUNTIES  
WHERE USED.)

STATE OF OREGON,

County of \_\_\_\_\_)ss

I certify that the within instrument  
was received for record on the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_ M., and recorded  
in book/reel/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_, or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_.  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

NAME

Title

By \_\_\_\_\_ Deputy

1064

K26-

TO HAVE AND TO HOLD the same unto the second party, 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, second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of incumbrance except the mortgage or trust deed and further except NONE

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, co-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 pronoun 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 above named 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 9-9-, 2000

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.

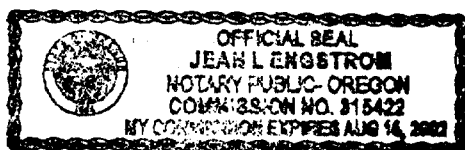
X [Signature]  
David A. Browning

X \_\_\_\_\_  
Carolyn J. Avila

X \_\_\_\_\_

X \_\_\_\_\_

STATE OF OREGON, county of Deschutes )ss  
This instrument was acknowledged before me on Sept 9, 2000  
by David A Browning  
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Jean L Engstrom  
Notary Public for Oregon  
My commission expires Aug 16, 2002

PG 2 of 4

~~ESTOPPEL DEED~~  
~~MORTGAGE OR TRUST DEED~~

35786

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hereinafter called the first party, and Home Advantage Services, LLC  
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 book/reel/volume No. M95 at page 24788 thereof and/or as fee/file/instruments/microfilm/reception No. \_\_\_\_\_ (state 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 \$ 25,217.89, 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 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 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, second party's heirs, successors and assigns, all the following described real property situated in Klamath County, State of Oregon, to-wit:

Lot 54, Block 1, Tract 1098-Split Rail Ranchos, Klamath County, Oregon

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

The true and actual consideration for the conveyance is \$ In Lieu of Foreclosure (Here comply with ORS 93.030.)

(CONTINUED ON REVERSE SIDE)

Grantor's Name and Address

Grantee's Name and Address

After recording return to (Name, Address, Zip):

Home Advantage

1470 NE First Street, Suite 100

Bend, OR 97701

Until requested otherwise send all tax statements to  
(Name, Address, Zip):

(DON'T USE THIS  
SPACE, RESERVE  
FOR RECORDING  
LABEL IN COUN  
TRY WHERE USED.)

NAME

By

Title

Deputy

3 of 4

TO HAVE AND TO HOLD the same unto the second party, 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, second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of incumbrance except the mortgage or trust deed and further except NONE

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, co-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 pronoun 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 above named 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 21 Sept., 2000

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.

X  
David A. Browning

X Carolyn J. Avila  
Carolyn J. Avila

X

X

STATE OF OREGON, county of Lane ) ss  
This instrument was acknowledged before me on 21<sup>st</sup> Sept., 2000  
by Carolyn J. Avila  
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Beatrice Gamble  
Notary Public for Oregon  
My commission expires 27 July 2002



State of Oregon, County of Klamath  
Recorded 09/29/00, at 3:07 p. m.  
In Vol. M00 Page 35784  
Linda Smith,  
County Clerk Fee \$ 36.00

4084