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ASPEN 51928

Vol M00 Page 39226



STATE OF OREGON,
County of _____ } ss.

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

SPACE RESERVED
FOR
RECORDER'S USE

ALLEN D. BERGSTROM
CYNTHIA BERGSTROM
2665 FOURTH AVE. BONANZA, OR 97623

First Party's Name and Address

MOTOR INVESTMENT COMPANY
531 SOUTH 6TH ST.
KLAMATH FALLS, OR 97601

Second Party's Name and Address

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

MOTOR INVESTMENT COMPANY
531 SOUTH 6TH ST.
KLAMATH FALLS, OR 97601

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

MOTOR INVESTMENT COMPANY
531 SOUTH 6TH ST.
KLAMATH FALLS, OR 97601

**ESTOPPEL DEED
MORTGAGE OR TRUST DEED**

THIS INDENTURE between ALLEN D. BERGSTROM AND CYNTHIA BERGSTROM, AS TENANTS BY THE ENTIRETY.
hereinafter called the first party, and MOTOR INVESTMENT COMPANY
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 Records of the county hereinafter named, in book/reel/volume No. M-99 on page 22805, and/or as fee/file/instrument/microfilm/reception No. MICROFILM (indicate 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 \$ 9,960.65, 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 or trust deed, 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 the 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 and to second party's heirs, successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in KLAMATH County, State of OREGON, to-wit:

LOTS 1 THROUGH 12, BLOCK 45, AND VACATED STREET ADJACENT GRANDVIEW ADDITION TO BONANZA, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THE FOLLOWING LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The true and actual consideration for this conveyance is \$ -0- (Here comply with ORS 93.030.)

IN LIEU OF FORECLOSURE

(OVER)

2/A



TO HAVE AND TO HOLD the same unto the second party and 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 and second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) _____

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, 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.

IN WITNESS WHEREOF, the first party 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 OCTOBER 26, 2000

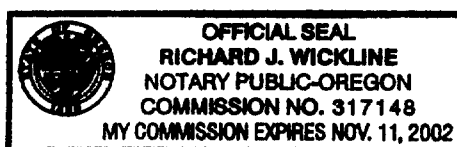
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

[Handwritten signatures of Allen D. Bergstrom and Cynthia Bergstrom]

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on OCTOBER 26, 2000,
by ALLEN D. BERGSTROM AND CYNTHIA BERGSTROM

This instrument was acknowledged before me on _____,
by _____,
as _____,
of _____



[Handwritten signature of Notary Public]
Notary Public for Oregon
My commission expires NOV 11, 2002

EXHIBIT "A"

A Parcel of Land situated in "GRANDVIEW ADDITION TO THE TOWN OF BONANZA", in the SW 1/4 of Section 10, Township 39 South, Range 11 East of the Willamette Meridian and more particularly described as follows:

Commencing at a 5/8" pin marking the NW corner of Block 45 of said Grandview Addition, thence along the West line of said Block 45 South 00 degrees 01' 36" West 100.00 feet to a 5/8" pin and the "TRUE POINT OF BEGINNING" for this description, thence continuing along the West line of said Block 45 South 00 degrees 01' 36" West 16.00 feet to a 5/8" pin, thence leaving said West line of said Block 45 North 89 degrees 56' 16" East 299.54 feet to the East line of said Block 45 and a 5/8" pin, thence along the East line of said Block 45 North 00 degrees 09' 50" East 16.00 feet to a 5/8" pin, thence leaving said East line of said Block 45 on a line that is 100 feet South of at right angles and parallel to the North line of said Block 45 South 89 degrees 58' 16" West 299.58 feet to said "TRUE POINT OF BEGINNING". Bearing are based on Record of Survey 6237, AND ALSO EXCEPTING THEREFROM THAT PORTION OF Lots 1 through 12, Block 45, GRANDVIEW ADDITION TO BONANZA, remaining South to the above described new relocated alley way.

State of Oregon, County of Klamath
Recorded 10/27/00, at 10:05 a.m.
In Vol. M00 Page 39226
Linda Smith,
County Clerk Fee \$ 31⁰⁰