

02 FEB 14 PM 2:52

**RECORDING COVER SHEET
FOR CONVEYANCES, PER ORS 205.234**

Vol M02 Page 9151

**THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.**

AFTER RECORDING RETURN TO

*name and address of the person authorized to receive the
instrument after recording, as required by ORS 205.180(4)
and ORS 205.238.*

GISLER MANAGEMENT, INC
1470 NE FIRST ST., SUITE 100
BEND, OR 97701

State of Oregon, County of Klamath
Recorded 02/14/2002 at 2:52 PM
In Vol.M02 Page 9151-53
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

COURTEST ORDER # C02-32

NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).

*Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but
not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."*

ESTOPPEL DEED

GRANTOR, as described in ORS 205.160.

PAUL F. FLUES, JE.

GRANTEE, as described in ORS 205.160.

HOME ADVANTAGE SERVICES, LLC

LEGAL DESCRIPTION (IF APPLICABLE)

ON ATTACHED

TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real
estate and all memoranda of such instruments, reference ORS 93.030.

IN LIEU OF FORECLOSURE

**UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING
ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

NO CHANGE

THIS COVER SHEET HAS BEEN PREPARED TO CONFORM TO THE RECORDING STANDARDS
OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

K31

02-32
ESTOPPEL DEED
MORTGAGE OR TRUST DEED

9152

THIS INDENTURE between PAUL F. FLUES, JR. 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. M94 at page 30201
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 \$ 20,570.82, 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 21&22, 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.
In Lieu of
The true and actual consideration for the conveyance is \$ 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):

GISLER MANAGEMENT, INC.

1470 NE First Street, Suite 100

Bend, Oregon 97701

Telephone: (541) 389-5800

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 _____, 19____

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

By _____

Title

Deputy

8123

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 1/11/02, 2001

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 Paul F. Flues Jr
Paul F. Flues, Jr.

X

STATE OF OREGON, county of clatsop)ss
This instrument was acknowledged before me on Jan 02, 2002,
by Paul F Flues Jr
This instrument was acknowledged before me on _____, 20____,
by _____
as _____
of _____

Loan Nguyen
Notary Public for Oregon
My commission expires June 16 2002

