

02 MAR 12 AM 9:29

*After recording return to:*

Glenn H. Prohaska  
4425 SW Corbett Avenue  
Portland, Oregon 97201

*Until requested otherwise send all tax statements to:*

Conseco Finance Servicing Corp.  
P.O. Box 3290  
Federal Way, Washington 98063

Vol M02 Page 14521

State of Oregon, County of Klamath

Recorded 03/12/2002 9:29 a. m.

Vol M02, Pg 14521-22

Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

This Space Reserved For Recorder's Use

**ESTOPPEL DEED**

THIS INDENTURE between Larry D. Cheyne III and Diane J. Cheyne, hereinafter called the first party, and Conseco Finance Servicing Corp. (fka Green Tree Financial Servicing Corporation), 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, on February 2, 1999 as Book No. M-99, Page 4461, Recorder's Fee No. 74290, thereof, 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 **\$104,348.99**, 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 of the following described real property situated in Klamath Falls County, State of Oregon, to-wit:

Parcel 2 of Land Partition 68-96 being a portion of Lot 60 of FAIR ACRES SUBDIVISION NO. 1, situated in the W 1/2 SE 1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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

26- (CONTINUED ON REVERSE SIDE)

TREAS

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 encumbrances except the mortgage or trust deed and further except; 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.

The true and actual consideration for this conveyance is \$104,348.99.

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.

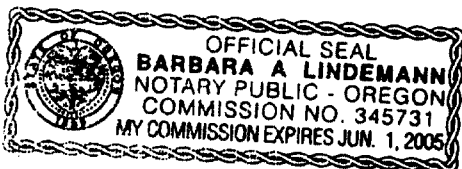
Dated Feb. 1, 2002.

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.

Larry D. Cheyne III  
Diane J. Cheyne

STATE OF OREGON, County of Marion ) ss.

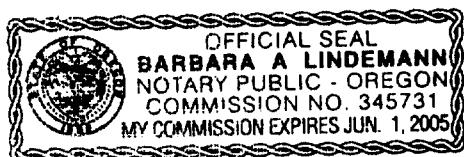
Personally appeared before me the above named Larry D. Cheyne III and acknowledged the foregoing to be his/her voluntary act and deed.



Barbara A. Lindemann  
Notary Public for Oregon  
My Commission expires: 6/1/05

STATE OF OREGON, County of Marion ) ss.

Personally appeared before me the above named Diane J. Cheyne and acknowledged the foregoing to be his/her voluntary act and deed.



Barbara A. Lindemann  
Notary Public for Oregon  
My Commission expires: 6/1/05