

GRANTOR NAME AND ADDRESS:

Bill Trujillo
c/o Michael Spencer, Attorney
419 Main St., Klamath Falls, OR 97601

GRANTEE NAME AND ADDRESS:

East Cascade Properties, Inc.
c/o Duane Smith
2082 N.E. Hollow Tree Lane
Bend, OR 97701

AFTER RECORDING RETURN TO:

Neal G. Buchanan
435 Oak Ave.
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO:

Grantee

Vol M02 Page 29205

State of Oregon, County of Klamath
Recorded 05/16/2002 11:04 a.m.
Vol M02, Pg 29205-08
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 4

mtc 56709

ESTOPPEL DEED

THIS INDENTURE between BILL TRUJILLO, hereinafter called the first party, and EAST CASCADE PROPERTIES INC., an Oregon 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 Trust Deed securing Promissory Note, such Trust Deed dated September 10, 1999 and signed September 13, 1999, being recorded in the mortgage records of Klamath County, Oregon, in Book M99 at page 36419, reference to said records hereby being made, and the indebtedness secured by said Trust Deed and Promissory Note are now owned by the second party, on which indebtedness there is now owing and unpaid the sum of \$18,104.16 plus 9% interest per annum from August 2, 2001 until paid, the same being now in default and said 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 said property in satisfaction of the indebtedness secured by said Trust Deed and the second party does now accede to said request.

NOW, THEREFORE, for the consideration hereinafter stated (which included the cancellation of the indebtedness secured by said 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, its heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Lots 1, 2, 3 and 4, Block 56, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration, being in lieu of foreclosure.

TO HAVE AND TO HOLD the same unto said second party, its 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, its heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of all encumbrances whatsoever; 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 said 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 said premises hereby is surrendered and delivered to said 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 the 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 said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

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 shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, 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 corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

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.

Dated 5/14/02, 2002.

Bill Trujillo
Bill Trujillo

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 14, 2002, by Bill Trujillo.



Jennifer R. Pagan
NOTARY PUBLIC FOR OREGON
My commission expires: 5-9-04

29207

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

WILLIAM B. TRUJILLO

Debtor(s).

)
) Case No. 02-61066 aer7
)
) NON-JUDICIAL RELIEF
) FROM THE AUTOMATIC STAY
) OF 11 U.S.C. §362(a)
)


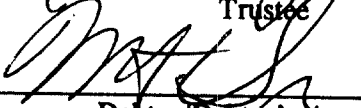
The following creditor has a purchase money security interest or a perfected security interest in the following property; there appears to be no equity in the property for the estate, and the debtor(s) do not object to relief from the stay as to the property; therefore,

The trustee hereby authorizes non-judicial relief from the automatic stay as to the specific property named below and the creditor may foreclose the security interest as provided in the security agreement or applicable law provided, however, the creditor shall account to the trustee for any surplus over the balance due which may be realized upon foreclosure.

Name of Creditor: East Cascade Properties, Inc.

Property Released: Lots 1, 2, 3 and 4, Block 56, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

DATED: 4/15/02


Trustee

Debtor/Debtor's Attorney*

*The debtor or attorney's signature
may be required by the trustee.

**PROCEDURES CREATED BY THE BANKRUPTCY COURT CONCERNING REQUESTS FOR NON-JUDICIAL RELIEF
FROM THE AUTOMATIC STAY AS TO SECURED COLLATERAL IN CHAPTER 7 CASES**

29208

If you are interested in expediting relief from the automatic stay of 11 U.S.C. §362(a) as to property in which you hold a security interest, you must furnish the trustee, debtor, and any debtor's attorney, a statement of the balance due and estimated property value. Also attach a copy of your security agreement and other documents required for perfection (e.g., if the security is an automobile, a copy of the certificate of title showing your security interest). You must also attach a completely filled out (except for signatures) copy of LBF #750.

NEITHER THE REQUEST NOR ANY COPIES THEREOF SHOULD BE ADDRESSED TO THE COURT OR THE CLERK OF THE COURT. ALSO, YOU ARE NOT REQUIRED TO FILE THE COMPLETED LBF #750 WITH THE COURT TO MAKE THIS RELIEF EFFECTIVE!

Under §522(f) of the Bankruptcy Code the debtor may request a judicial lien or a non-possessory, non purchase-money security interest on certain exempt property be voided to the extent the exemption is impaired by the lien or security interest. Under §722 the debtor may request the court determine the value of certain personal property and permit the debtor to redeem the property from any lien against it by paying that value to the lien holder. Because of these two sections, the consent of both the trustee and debtor is required to permit a repossession or foreclosure without court order.

IF YOUR REQUEST TO RECEIVE NON-JUDICIAL RELIEF FROM STAY WILL BE MADE AT THE MEETING OF CREDITORS (OR IS MAILED WITHIN 15 DAYS PRIOR TO SUCH MEETING and therefore will be considered at the meeting), it must be in writing and contain all the information required in the first paragraph above. Copies of all documents must be submitted to the debtor and any debtor's attorney prior to that meeting.

IF YOU WISH TO RECEIVE NON-JUDICIAL RELIEF FROM STAY PRIOR TO THE MEETING OF CREDITORS, OR IF YOUR REQUEST IS MADE AFTER THE MEETING OF CREDITORS, IT MUST BE IN WRITING and contain all the information required in the first paragraph above. Copies of all documents must be mailed at the same time to the debtor and any debtor's attorney, and your request to the trustee must certify the copies were mailed. Your request must also clearly set out the following notice:

"By way of this letter the debtor is informed that the trustee may grant non-judicial relief from the automatic stay as to the property **UNLESS THE TRUSTEE IS NOTIFIED IN WRITING WITHIN 15 DAYS AFTER THE MAILING OF THIS REQUEST THAT THE DEBTOR OBJECTS TO SUCH RELIEF.** Such relief shall constitute a termination of the stay provided by 11 U.S.C. §362(a) and will permit this creditor to foreclose his lien or security interest by repossession or as otherwise provided by law."

Objections to non-judicial relief from the automatic stay, unless made at the meeting of creditors, must be in writing, with a copy simultaneously mailed to the debtor, requesting creditor, trustee, and their respective attorneys of record. The objection must be post-marked by the 15th day after the request was mailed and received by the trustee within 20 days, or the trustee may grant the request.

If the trustee receives a timely objection from the debtor, the trustee shall not grant non-judicial relief or consider repetitive requests by the same creditor unless the debtor withdraws such objection in writing.

The trustee will grant non-judicial relief from the automatic stay if the above requirements are met, the debtor does not timely object, and there appears to be no equity in the property for the benefit of creditors.

Signing of LBF #750 by the trustee, granting non-judicial relief, shall constitute a termination of the stay of an act against such property under 11 U.S.C. §362(a). The trustee, however, shall not be deemed to have abandoned his interest in the property, nor have waived any other rights as to the property. Any non-exempt equity in the property remaining after disposition shall be immediately returned to the trustee.

If either the trustee or debtor(s) will not agree to such relief for any reason, you must file a motion for relief from stay under §362(d). Instructions and forms may be obtained from Clerk's office.

IMPORTANT. All requests to the trustee **MUST** be accompanied by a self-addressed and stamped envelope, or the trustee need not respond.

*****SEE OTHER SIDE FOR LBF #750*****