

RETURN TO:
Brandsness, Brandsness &
Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

MAIL TAX STATEMENTS:
Thomas A. Fillmore
June E. Fillmore
212 Hillside
Klamath Falls, OR 97601

State of Oregon, County of Klamath
Recorded 07/30/2002 3:04 p.m.
Vol M02, Pg 42981
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1

02 JUL 30 PM3:04

-ESTOPPEL DEED-

THIS INDENTURE between Rodney B. Comer and Shelli Comer, hereinafter called Grantors, and Thomas A. Fillmore and June E. Fillmore, Trustees of the 2001 Fillmore Family Trust, dated December 3, 2001, hereinafter called Grantees:

R E C I T A L S:

A. On November 4, 1997, Thomas A. Fillmore and June E. Fillmore sold to Grantors, under a Trust Deed, dated November 4, 1997, recorded on November 6, 1997 in Book M-97 at page 36764, Records of Klamath County, Oregon, the hereinafter described real property. The beneficial in the Trust Deed was conveyed by Thomas A. Fillmore and June E. Fillmore to Thomas A. Fillmore and June E. Fillmore, Trustees of the 2001 Fillmore Family Trust, dated December 3, 2001, by an assignment recorded in Book M-02 at page 2794 on January 16, 2002. The Trust Deed is in default and subject to immediate foreclosure.

B. Grantors have requested Grantees to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantees have acceded to said request.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said promissory note and Trust Deed and relinquishment of any claims whatsoever, Grantors do hereby grant, bargain, sell and convey to Grantees, the following described property, situate in the County of Klamath, State of Oregon, to wit:

Lot 39, LAMRON HOMES, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

The Grantors covenant that by this conveyance they are conveying all their right, title and interest to said premises, including but not limited to any redemption rights and that they are not acting under any misrepresentations, duress or undue influence by Grantee.

The true and actual consideration for this transfer is cancellation of the debt in the above-described promissory note and Trust Deed.

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.

IN WITNESS WHEREOF the Grantors above-named have executed this instrument.

DATED this 19th day of July, 2002.

Rod Comer

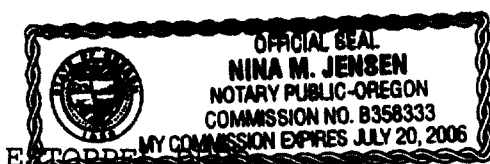
Shelli Comer

STATE OF OREGON)

County of Klamath)

) ss. July 22, 2002.

Personally appeared the above-named Rodney B. Comer and Shelli Comer, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Nina M. Jensen
Notary Public for Oregon
My Commission expires: July 20, 2006