

'03 MAR 28 AM 10:58

Grantor: Guy C. McFarland

Grantee: Jesse Jackman Withers

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Return To: Jesse Jackman Withers  
41171 State Hwy 139  
Tulelake, CA 96134

Tax address: Jesse Jackman Withers  
41171 State Hwy 139  
Tulelake, CA 96134

State of Oregon, County of Klamath  
Recorded 03/28/2003 10:58 A.M.  
Vol M03 Pg 19024-25  
Linda Smith, County Clerk  
Fee \$ 26 # of Pgs 2

MTL 1396 - 4839

**ESTOPPEL DEED  
REAL ESTATE CONTRACT**

*THIS INDENTURE between* ..... Guy C. McFarland  
*hereinafter called the first party, and* ..... Jesse Jackman Withers  
*hereinafter called the second party; WITNESSETH:*

Reference is made to that certain contract for the sale of real estate (the "Contract") between the first party, as buyer, and the second party, as seller, which Contract, or a memorandum thereof, was recorded in the mortgage records of the county hereinafter named, in book/reel/volume No. M02 at page 51870 thereof and/or as fee/file/instrument/microfilm/reception No. .... (state which). The total unpaid indebtedness presently secured by the Contract is the sum of \$ 5,223.52. The same is now in default, and the Contract is now subject to immediate foreclosure. Whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the first party's present interest in the property in satisfaction of the indebtedness secured by the Contract, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation and nullification of the Contract and indebtedness secured thereby), the first party does hereby grant, bargain, sell and convey unto the second party and second party's heirs, successors and assigns, all of the first party's interest in and to 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:

Lot 12, Block 63 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 Unit Plat No. 3 according to the official plat thereof on file in the office of the clerk of Klamath County, Oregon.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(in lieu of foreclosure)

The true and actual consideration for this conveyance is \$ 5,223.52 (Here comply with ORS 93.030.)

19025

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's interest in both the Contract and the property itself is free and clear of encumbrances except as created by the Contract and further 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 as above expressly excepted; that this deed is intended to restore full legal and equitable title to the second party, including 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 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 March 2003

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.

Guy C. McFarland

Florida  
STATE OF ~~OREGON~~, County of Gladsten ss. March 24th 2003  
This instrument was acknowledged before me on  
by Guy Christopher McFarland  
This instrument was acknowledged before me on

by Presented California ID # C0329128 Exp: 7-31-05  
as  
of

Norma Quijada Florida Notary  
My commission expires 1/26/04

