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GARRETT D. & SHANNA L. DONE

1847 BURNS STREET

KLAMATH FALLS, OR 97603

First Party's Name and Address

THOMAS S. FESSLER

900 GAINSBOROUGH DRIVE

LAGUNA BEACH, CA 92651

Second Party's Name and Address

After recording, return to (Name, Address, Zip):

THOMAS S. FESSLER

900 GAINSBOROUGH DRIVE

LAGUNA BEACH, CA 92651

Until requested otherwise, send all tax statements to (Name, Address, Zip):

THOMAS S. FESSLER

900 GAINSBOROUGH DRIVE

LAGUNA BEACH, CA 92651

SPACE RESERVED
FOR
RECORDERS USE

State of Oregon, County of Klamath

Recorded 07/25/2003 11:24 a m

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Linda Smith, County Clerk

Fee \$ 26⁰⁰ # of Pgs 2

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CE 6219

ESTOPPEL DEED
MORTGAGE OR TRUST DEED

THIS INDENTURE between GARRETT D. AND SHANNA L. DONE
hereinafter called the first party, and THOMAS S. FESSLER
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 Records of the county hereinafter named, in book/reel/volume No. M02 on page 44231, and/or as fee/file/instrument/microfilm/reception No. 33 (indicate 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 \$ 78,464.18, 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 or trust deed, 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 the 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 and to second party's heirs, successors and assigns, all of 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:

EXHIBIT "A"

That portion of Lots 28 and 29, Midland Tracts, lying between the Easterly right of way line of the Southern Pacific Railroad and the Westerly right of way line of the State Highway, in the County of Klamath, State of Oregon.

Saving and Excepting from said premises a strip of land forty feet wide off the North line of Lot 29 and off the North line of that portion of Lot 28 of said Midland Tracts lying East of the California Northeastern right of way heretofore deeded to Klamath County for a public road.

Also savings exception that portion deeded to State of Oregon, by and through its Department of Transportation, Highway Division, in Volume M92 page 27548 and Volume M92 page 27899, Deed records of Klamath County, Oregon.

The true and actual consideration for this conveyance is \$ -0-. (Here comply with ORS 93.030.)

(OVER)

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TO HAVE AND TO HOLD the same unto the second party and 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 and 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 not otherwise except (if none, so state) 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, 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 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 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 7-25-03

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.

Garrett D. Done
Shanna L. Done

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 7-25-03
 by Garrett D. Done & Shanna L. Done

This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Jill M. O'Neil
 Notary Public for Oregon
 My commission expires 12/10/03

