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NS
Larry S. Rupley, aka Florencio
Salas Rupley and Rose B. Rupley

P. O. Box 20051 GMF
Barrigada, Guam 96921

APT Corporation
First Party's Name and Address

2380 ASB Tower, 1001 Bishop St.
Honolulu, HI 96813

Second Party's Name and Address

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

APT Corporation
2380 ASB Tower, 1001 Bishop St.
Honolulu, HI 96813

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

APT Corporation
2380 ASB Tower, 1001 Bishop St.
Honolulu, HI 96813

STATE OF OREGON,
County of _____ } ss.

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 01/04/2005 9:27 a. m
Vol M05 Pg 00533-35
Linda Smith, County Clerk
Fee \$ 31⁰⁰ # of Pgs 3

ESTOPPEL DEED

MORTGAGE OR TRUST DEED

Larry S. Rupley aka Florencio Salas Rupley, and Rose B. Rupley,
THIS INDENTURE between husband and wife, as tenants by the entirety
hereinafter called the first party, and APT Corporation, a Nevada 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 Records of the county hereinafter named, in book/reel/volume No. M-91 on page 23938, and/or as fee/file/instrument/microfilm/reception No. _____ (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 \$ 14,117.24, 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:

Lot 3, Block 15, Tract 1107, of FIRST ADDITION SPRAGUE RIVER PINES,
in the County of Klamath, State of Oregon

The true and actual consideration for this conveyance is \$ 14,117.24 (Here comply with ORS 93.030.)

(OVER)

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 12-1-04 X19.2004

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.

X Rose B. Rupley
Rose B. Rupley

X Larry S. Rupley aka Florencio Salas
Larry S. Rupley

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____, 19____,
by _____

This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____

RODOLFO BAUTISTA BATIMANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My commission expires: Dec. 5, 2004
310 W. Route 8, Suite 107
Barrigada, Guam 96913

00535

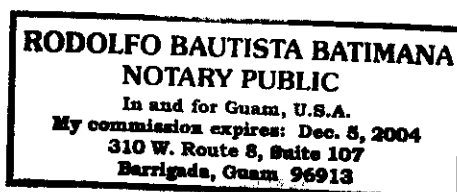
GUAM, U.S.A.)

CITY OF Barrigada)SS)

On this 1st day of December, 2004, before me, a Notary Public in and for GUAM, U.S.A., personally appeared LARRY S. RUPLEY aka FLORENCIO SALAS RUPLEY and he acknowledged to me that he executed the foregoing ESTOPPEL DEED MORTGAGE OR TRUST DEED, as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Rodolfo Bautista Batimana
 Print Name RODOLFO BAUTISTA BATIMANA
 NOTARY PUBLIC
 My Commission Expires: DEC. 5, 2004



GUAM, U.S.A.)

CITY OF Barrigada)SS)

On this 1st day of December, 2004, before me, a Notary Public in and for GUAM, U.S.A., personally appeared ROSE B. RUPLEY, and she acknowledged to me that she executed the foregoing ESTOPPEL DEED MORTGAGE OR TRUST DEED, as her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Rodolfo Bautista Batimana
 Print Name RODOLFO BAUTISTA BATIMANA
 NOTARY PUBLIC
 My Commission Expires: DEC. 5, 2004

