

'05 MAR 21 AM 11:26

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Grantor: Mario Taboada
P.O. Box 1142
Chiloquin, OR 97624

State of Oregon, County of Klamath
Recorded 03/21/2005 11:26 a m
Vol M05 Pg 18276-79
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

Grantee: Forrest/Dolores Jamison
OC 6201 Thompson Cr. Rd.
Applegate, OR 97530

When Recorded

Return To: Aspen Title & Escrow
525 Main ST.
Klamath Falls, OR 97601

Send Tax Grantee - Forrest/Dolores Jamison
Statements To: ~~Grantor~~ Above

ESTOPPEL DEED

THIS INDENTURE between Mario Taboada hereinafter called the first party, and Forrest D. Jamison and Dolores M. Jamison, husband and wife, 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 recorded in the mortgage records of the county hereinafter named as Document No. MDI-61929 recorded December 4, 2001, Official Records, Klamath County, Oregon, reference to said records hereby being made, and the notes and indebtedness secured by said trust deed are now owned by the second party, on which notes and indebtedness there is now owing and the unpaid sum of \$39,141.00 plus interest, 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; and the second party does now accede to said request.

NOW THEREFORE, for the consideration hereinafter stated, the first party does hereby grant, bargain, sell and convey unto the second party, their heirs, successors and assigns, all of the foregoing described real property situate in Klamath County, State of Oregon, to wit:

1 - ESTOPPEL DEED

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See Exhibit "A" attached hereto.

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

This deed does not affect a merger of the fee ownership and the lien of the trust deed described above. The fee and lien shall hereinafter remain separate and distinct.

By acceptance of this deed, grantee covenants and agrees that they shall forever forbear taking any action whatsoever to collect against grantor on the promissory note, given to secure the trust deed above described, other than by foreclosure that trust deed and that in any proceeding to foreclose the trust deed they shall not seek, obtain, or permit a deficiency judgement against grantor, or his heirs or assigns, such rights and remedies being hereby waived.

TO HAVE AND TO HOLD the same unto said second party, their heirs, successors and assigns forever.

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, their heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrance except said Trust Deed, that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof, against 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 affect 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 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 other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the

Exhibit A

Beginning at a point on the Easterly line of Smith Street, Bly, Oregon, which is South $66^{\circ} 43'$ East 50 feet from the Southeast corner of Lot 6, Block 4, BLY, in the County of Klamath, State of Oregon; thence along the Westerly line of parcel heretofore conveyed to J.C. Edsall, et al., to C. W. Woodcock by deed recorded Volume 105 at Page 72, Deed Records of Klamath County, Oregon, South 295 feet, more or less, to a point on the Northerly line of Ager Street which is 50 feet North of the Northeast corner of that certain parcel of land heretofore conveyed to Paul Hamilton Gilbert by deed recorded in Volume 144 at Page 73, Deed Records of Klamath County, Oregon; thence North $88^{\circ} 20'$ West along the Northerly line of Ager Street 34 feet to the true point of beginning of this description; thence Northerly parallel with the Section line, 217.85 feet, more or less, to the Easterly line of Smith Street extended; thence South $23^{\circ} 17'$ West along the Easterly line of Smith Street extended, 236.3 feet, more or less, to an intersection with said Northerly line of Ager Street; thence South $88^{\circ} 20'$ East 96 feet, more or less, to the point of beginning.