

05 MAY 11 PM 3:45

Vol M05 Page 34244

**ESTOPPEL DEED**

Enos E. Waddoups  
Evelyn L. Waddoups  
PO Box 86297  
Portland, OR 97286

**Grantor**

Green Tree Servicing LLC  
500 S 336<sup>th</sup> Street, Suite 2002  
Federal Way, WA 98003

**Grantee**

After recording return to:

Laura J. Walker  
Cable Huston Benedict et al  
1001 SW Fifth Avenue #2000  
Portland Oregon, 97204

Until Requested otherwise send all tax statements to:

Green Tree Servicing LLC  
500 S 336<sup>th</sup> Street, Suite 2002  
Federal Way, WA 98003

State of Oregon, County of Klamath  
Recorded 05/11/05 3:45 p.m.  
Vol M05 Pg 34244-45  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

FOR RECORDER'S USE

*1st 568706*

THIS INDENTURE between Enos E. Waddoups and Evelyn L. Waddoups hereinafter called the first party, and Green Tree Servicing LLC (fka Conseco Finance Servicing Corp.), 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 on August 14, 2000, in Volume M 00, Page 29711 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 note and indebtedness there is now owing and unpaid the sum of \$135,139.58 the same being now in default and the 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 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 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, second party's heirs, successors and assigns, all of the following described real property situated in Klamath County, State of Oregon, to-wit:

**Lot 2 in Block 11, SPRAGUE RIVER VALLEY ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

Together with all of the tenements, hereditaments and appurtenances thereunto belonging in or in anyway appertaining;

The true and actual consideration for this conveyance is \$135,139.58.

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 parties heir's, 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

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further except: unpaid real property taxes and easement fund; 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, co-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.

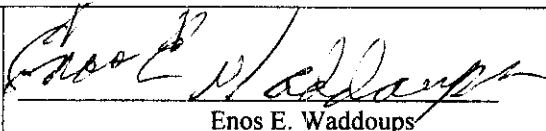
This deed does not effect a merger of the fee ownership and the lien of the mortgage described above. The fee and lien shall hereafter remain separate and distinct.

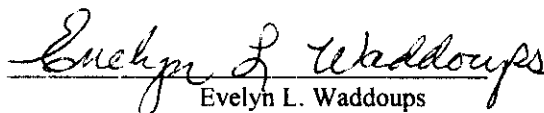
By acceptance of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the promissory note given to secure the mortgage described above, other than by foreclosure of that mortgage, and that in any proceeding to foreclose the mortgage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

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it has caused it 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 \_\_\_\_\_, 2005

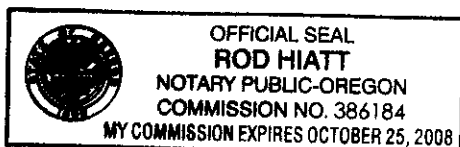
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICE AND DEFINED IN ORS 30.930.

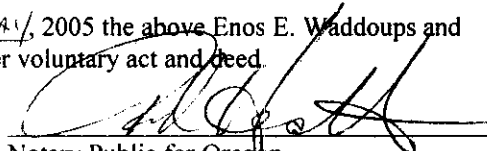
  
Enos E. Waddoups

  
Evelyn L. Waddoups

STATE OF OREGON, COUNTY OF MULTNOMAH ss.

Personally appeared before me on the 16 day of MAY, 2005 the above Enos E. Waddoups and Evelyn L. Waddoups acknowledged the foregoing to be his/her voluntary act and deed.



  
Notary Public for Oregon  
My commission expires 10-25-08