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DEGAN AND NICOLE PARKER

## First Party's Name and Address

DONALD M. NELSON

PO BOX 437

BONANZA, OR 97623

## Second Party's Name and Address

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

DONALD M. NELSON

PO BOX 437

BONANZA, OR 97623

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

DONALD M. NELSON

PO BOX 437

BONANZA, OR 97623

State of Oregon, County of Klamath

Recorded 06/23/05 3:46 p m

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Linda Smith, County Clerk

Fee \$ 26<sup>80</sup> # of Pgs 2

Fixed.

Deputy.

CE 6473

ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

THIS INDENTURE between DEGAN PARKER AND NICOLE M. PARKER  
hereinafter called the first party, and DONALD M. NELSON  
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. M04 on page 54299-303, 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 \$ 170,076.63, 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:

Tract 6, RIVERSIDE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, that portion of the SW1/4 of the SW1/4 of Section 11, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Bonanza-Langell Valley Road, EXCEPT that portion conveyed to Steve and May Josse by Warranty Deed recorded August 30, 1977 in Volume M77 Page 15994, records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a portion of the SW1/4 SW1/4 of Section 11, Township 39 South, Range 11 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of Bonanza-Lorella County Road which is 742 feet East along the said line from the West line of the SW1/4 SW1/4 of Section 11, Township 39 South, Range 11 East of the Willamette Meridian; thence continuing East along said line a distance of 448 feet; thence South 140 feet; thence West 448 feet, more or less, to a point due South of the point of beginning; thence North 140 feet, more or less, to the point of beginning.

SUBJECT TO A DEED OF TRUST OF RECORD SECURING A NOTE IN FAVOR OF UMPQUA BANK, RECORDED JUNE 25, 2001 AT VOLUME M01, PAGE 30570.

The true and actual consideration for this conveyance is \$ 0 (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 6-27-05

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.

Dyan R  
Nicole M. Parker

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_  
by Degan Parker & Nicole M. Parker

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Jill M. O'Neil  
Notary Public for Oregon

My commission expires 10/10/07

