

05 JUL 19 11:50

State of Oregon, County of Klamath  
Recorded 07/19/05 11:50 a. m  
Vol M05 Pg 55438-41  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

SEND TAX STATEMENTS TO:  
Investors Lending Group  
P O Box 872  
Salem OR 97308

AFTER RECORDING RETURN TO:  
Investors Lending Group  
P O Box 872  
Salem OR 97308

*1st 577646*

The true and actual consideration for this transfer is the satisfaction of certain obligations described below.  
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NON-MERGER ESTOPPEL DEED - TRUST DEED

GRANTOR: WILLIAM H. ALBERS AND TERRI A. ALBERS

CONVEYS TO

GRANTEE: MICHAEL B. ILG DBA INVESTORS LENDING GROUP

all that real property situated in Klamath County, Oregon, described as follows:  
Lot 17 in Block 6 of Jack Pine Village, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.  
Street Address: 146855 Bills Rd, Gilchrist, OR 97737  
Tax Account #: 133849

To have and to hold the above described property unto said Grantee, its successors and assigns forever free from all rights of the Grantor under the trust deed hereinafter described, but otherwise subject to the trust deed which shall remain alive solely for the purpose of protecting the title to the property against all intervening rights.

GRANTOR COVENANTS THAT:

Grantor is the owner of the premises free of all encumbrances and Grantor shall forever defend against all lawful claims and demands, except as to those listed on Exhibit "A" and the Trust Deed executed to MICHAEL B. ILG DBA INVESTORS LENDING GROUP, described below, which are now in default and subject to immediate foreclosure. Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive

*36F*

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S. C. 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing and Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.

Grantee has made demand upon the Grantor to cure the presently existing defaults or pay the unpaid balance of the obligation secured by said Trust Deed. Grantor is unable to do either and has requested that Grantee accept an absolute deed of conveyance of the property in satisfaction of the obligation secured by said Trust Deed.

The true and actual consideration for this conveyance is the satisfaction by Grantee of the obligations secured by that certain Trust Deed executed by the Grantor, dated January 20, 2000, and recorded January 26, 2000, in Volume MOO Page 2666, Records of Klamath County, Oregon, which shall be cancelled upon the recording of this deed. There was due and owing on the Trust Deed obligation at the time of the execution of this deed the principal sum of \$44,247.07 with accrued interest through February 15, 2005 in the sum of \$2,046.84 and accruing thereafter at \$13.33 per diem, plus late fees of \$794.20, plus Grantee's reasonable attorney fees and costs in this matter.

By acceptance of this deed (which occurs only upon Grantee's recording 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 Trust Deed above described, other than by foreclosure of that Trust Deed and that in any proceeding to foreclose the Trust Deed it shall not seek, obtain or permit any deficiency judgment against Grantor, its heirs or assigns, such rights and remedies being hereby waived. In consideration of Grantee's acceptance of this Deed and waiver of the right to collect against Grantor on the Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor. Grantee does not expressly or impliedly agree to assume or pay any contract balance, debt, lien, charge, or obligation which may relate or attach to the Property.

This deed is intended by Grantor as an absolute conveyance of all Grantor's right, title and interest in and to the above-described property to the Grantee and is not intended as a mortgage, trust conveyance or security instrument of any kind. Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and Trust Deed described above. This deed does not effect a merger of the fee ownership and the Trust Deed described above. The fee and liens shall hereafter remain separate and distinct. Grantor executes and delivers this deed and release of the property freely and

55440

voluntarily and is not acting under any duress, undue influence, fraud, misapprehension as to the legal effect thereof, or misrepresentation by the Grantee, Grantee's agents, attorneys or any other person. In the event any litigation occurs to recover any consideration given hereunder or to set aside this deed (regardless of whether a bankruptcy is filed by Grantor), Grantee's release of Grantor and satisfaction of Grantee's obligations secured by the Trust Deed will be deemed null and void. This deed is not given as a preference over any other creditor of the Grantor. Grantor has no creditors whose rights are prejudiced by this conveyance.

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 OF 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.

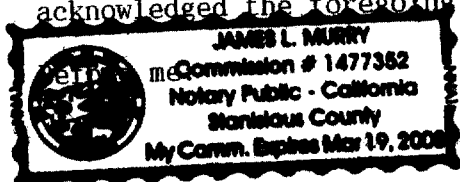
Dated this 20<sup>th</sup> day of MAY, 2005.

\_\_\_\_\_  
William H. Albers

Terri A. Albers  
Terri A. Albers

STATE OF California,  
COUNTY OF Stanislaus) ss.

On this 20<sup>th</sup> day of MAY, 2005, personally appeared Terri Albers,  
acknowledged the foregoing instrument to be her voluntary act and deed.



James L. Murry  
Notary Public for Oregon  
My Commission Expires: 3/19/08

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared \_\_\_\_\_,  
acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

55441

voluntarily and is not acting under any duress, undue influence, fraud, misapprehension as to the legal effect thereof, or misrepresentation by the Grantee, Grantee's agents, attorneys or any other person. In the event any litigation occurs to recover any consideration given hereunder or to set aside this deed (regardless of whether a bankruptcy is filed by Grantor), Grantee's release of Grantor and satisfaction of Grantee's obligations secured by the Trust Deed will be deemed null and void. This deed is not given as a preference over any other creditor of the Grantor. Grantor has no creditors whose rights are prejudiced by this conveyance.

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 OF 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.

Dated this 8<sup>th</sup> day of July, 2005.

William H. Albers

William H. Albers

Terri A. Albers

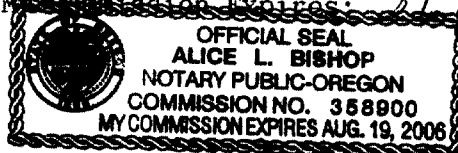
STATE OF Oregon,  
COUNTY OF Klamath)ss.

On this 8<sup>th</sup> day of July, 2005, personally appeared William H. Albers,  
acknowledged the foregoing instrument to be a voluntary act and deed.

Before me: Alice L. Bishop

William Albers  
only

Alice L. Bishop  
Notary Public for Oregon  
My Commission Expires: 3/19/06



STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_)ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared \_\_\_\_\_,  
acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_