

ESTOPPEL DEED

Jessie R. Hunt

Grantor

Christie Julie Bender as to a 2/3 interest
and Dawn Marie Taylor as to a 1/3 interest

Grantee

After recording, return to:
Del Parks, Attorney at Law
832 Klamath Avenue
Klamath Falls, OR 97601

Until requested otherwise, send tax
statements to:
Michael F. Bender
239 Princeton
Klamath Falls, OR 97603

M06-14015

Klamath County, Oregon
07/11/2006 03:48:02 PM
Pages 3 Fee: \$31.00

FOR RECORDER'S USE

THIS INDENTURE between JESSE R. HUNT, hereinafter called the first party, and
MICHAEL F. BENDER, Personal Representative of the Estate of Christie Julie Bender,
Deceased, as to a two-thirds (2/3) interest and DAWN TAYLOR as to a one-third (1/3) interest,
hereinafter called the second party:

WITNESSETH:

WHEREAS, the title to the real property hereafter 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 September 15, 2002, in Volume M02, Page 57235, 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 \$271,132.41, 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;

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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 17 and the Westerly 13 feet of Lot 16 (being portion of Lot 16 lying between the Northwestern line thereof and a line parallel thereto and distance 13 feet Easterly and extending between Prescott Street and Oregon Avenue) in Block 72 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, a portion of the vacated section of Lakeview Street that lies between Blocks 65 and 72 in Buena Vista Addition to Klamath Falls, Oregon, and more particularly described as follows: Beginning at the Southwesterly corner of Lot 17, Block 72, Buena Vista Addition to Klamath Falls, Oregon; thence North 7°16' East along the Westerly boundary of said Lot 17 a distance of 120.69 feet, more or less, to the Northwest corner of said Lot 17, thence South 89°31'30" West along the south boundary of Prescott Street, a distance of 14.02 feet; thence South 0°28'30" East 40.0 feet; thence South 89°31'30" West 13.0 feet; thence south 0°28'30" East 74.95 feet, more or less, to the Northerly line of Oregon Avenue; thence Southeasterly along said Northerly line of Oregon Avenue, a distance of 11.0 feet, more or less, to the point of beginning.

Together with all of the tenements, hereditaments and appurtenances thereunto belonging in or in any way appertaining:

The true and actual consideration for this conveyance is \$271,132.41.

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' 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 further except: 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 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: May 25, 2006.

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

GRANTOR:

[Signature]

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me on the 25 day of ^{MAY}~~April~~, 2006, the above JESSE HUNT acknowledged the foregoing to be his voluntary act and deed.

Karen A. Baker
Notary Public for Oregon
COMM EXC 9-20-09

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