

2007-018423

Klamath County, Oregon

After Recording Return To:

Jacobson, Thierolf & Dickey, P.C.  
Attorneys at Law  
P.O. Box 4687  
Medford, OR 97501



00034011200700184230080081

10/26/2007 08:53:52 AM

Fee: \$56.00

Until a Change is Requested  
All Tax Statements should Be  
Sent To:

Barbara Oberto Breneiser  
68 Scenic Drive  
Ashland, OR 97520

### ESTOPPEL DEED TRUST DEED

THIS INDENTURE between MICHAEL MENEFEE, MARSHA MENEFEE, and ALTUS CONSTRUCTION, INC., an Oregon corporation, hereinafter called Grantors, and OBERTO AND ASSOCIATES RETIREMENT PLAN EFFECTIVE DATE OF PLAN 10/1/81 FBO BARBARA OBERTO BRENEISER, hereafter called Grantee; WITNESSETH:

The true and actual consideration for this conveyance stated in terms of dollars is \$ -0- . However, the actual consideration consists of other value or promises given, which is the whole consideration.

Whereas, the title to the real property hereinafter described is vested in fee simple in Grantor, Altus Construction, Inc., subject to the lien of a trust deed recorded in the Official Records of Klamath County, Oregon, as Document No. M06-09789 reference to those records hereby being made, and the note and indebtedness secured by the trust deed are now owned by Grantees, on which note and indebtedness there is now owing and unpaid the principal sum of \$56,677.58 plus interest thereon at the rate of 14.0% per annum from October 30, 2006, until paid, the same being now in default and the trust deed being now subject to immediate foreclosure, and whereas Grantor, being unable to pay the same, has requested Grantees accept

1 - NON-MERGER DEED IN LIEU OF FORECLOSURE

absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the trust deed and Grantees do now accede to that request.

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the note and indebtedness secured by the trust deed and the surrender thereof marked "Paid in Full" to Grantor), Grantor does hereby grant, bargain, sell and convey to Grantees, each as to the undivided interests above stated, all of the following described property situated in Jackson County, Oregon, to wit:

Lot 40 Tract 1378 Pleasant Vista-Stage 2, according to the Official Plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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

This Deed does not effect a merger of the fee ownership of the property and the lien of the trust deed. The fee and the trust deed lien shall hereafter remain separate and distinct. The parties do not intend to affect the subrogation rights of any third parties.

Grantor covenants to and with Grantees and Grantees' heirs, successors and assigns, that:

(1) This deed is absolute in effect and conveys fee simple title of the premises above described to Grantees and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, free of all encumbrances except the trust deed executed in favor of Grantees, dated May 3, 2006, but signed May 9, 2006, and recorded on May 15, 2006, as Document No. M06-09789, of the Official Records of Klamath County, Oregon, the easements, restrictions, covenants, and encumbrances set forth in Exhibit A attached hereto and incorporated by reference herein.

(2) That Grantor will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and

2 - NON-MERGER DEED IN LIEU OF FORECLOSURE

demands of all persons whomsoever, other than the liens above expressly excepted.

(3) That possession of the premises hereby is surrendered and delivered to Grantees.

(4) The acceptance by Grantees of this deed effects a satisfaction of the trust deed to Grantees described above, and payment in full of the promissory note secured thereby, which note is this day surrendered to Grantor.

(5) Grantees may retain all payments previously made on the secured debt with no duty to account therefor.

(6) Grantor does hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the real property and mortgage described above.

(7) Grantor is not acting under any misapprehension as to the effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantees, Grantees' agent or attorney, or any other person,.

(8) That this deed is not given as a preference over other creditors of Grantor and that at this time there is no person, partnership or corporation, or other entity, other than Grantees, interested in the property directly or indirectly, in any manner whatsoever, except as set forth above.

(9) Simultaneously with the execution of this estoppel deed, Grantor shall deliver to Grantees, and hereby assigns all ownership interest therein to Grantees, all plat maps, plans, blueprints, specifications, permits and other documents necessary or useful to complete the construction of the house upon the real property hereby conveyed.

(10) Immediately following execution of this estoppel deed, Grantor shall to deliver to Grantees, in care of their attorneys, Jacobson, Thierolf & Dickey, P.C., copies of all contracts and invoices from any and all subcontractors and other persons who performed work or provided material for labor to or upon the real property or the partially constructed house thereon, together with the names and addresses of such persons and any warranties of their work or materials.

### 3 - NON-MERGER DEED IN LIEU OF FORECLOSURE

In construing this instrument, it is understood and agreed that the Grantor as well as the Grantees 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, and the covenants of Grantees are the joint and several covenants and obligations of each individual named as Grantees,

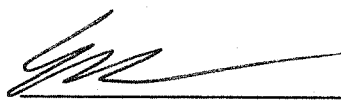
IN WITNESS WHEREOF, Grantor has executed this instrument; if Grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

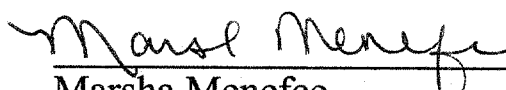
Dated: October 24, 2007.

GRANTOR:

ALTUS CONSTRUCTION, INC.

  
\_\_\_\_\_  
Michael Menefee

By:   
\_\_\_\_\_  
Michael Menefee, President

  
\_\_\_\_\_  
Marsha Menefee

By:   
\_\_\_\_\_  
Marsha Menefee, Secretary

4 - NON-MERGER DEED IN LIEU OF FORECLOSURE

STATE OF OREGON )  
 )ss.  
County of Jackson )

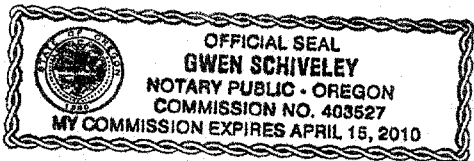
This instrument was acknowledged before me on October 24, 2007,  
by Michael Menefee on behalf of Altus Construction, Inc., as its president.



Gwen Schiveley  
Notary Public for Oregon  
My Commission Expires: 4-15-10

STATE OF OREGON )  
 )ss.  
County of Jackson )

This instrument was acknowledged before me on October 23, 2007,  
by Marsha Menefee on behalf of Altus Construction, Inc., as its secretary.



Gwen Schiveley  
Notary Public for Oregon  
My Commission Expires: 4-15-10

STATE OF OREGON )  
 )ss.  
County of Jackson )

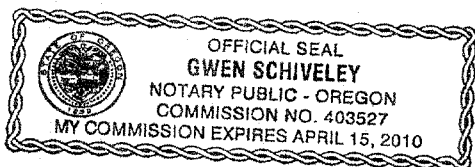
This instrument was acknowledged before me on October 24, 2007,  
by Michael Menefee.



Gwen Schiveley  
Notary Public for Oregon  
My Commission Expires: 4-15-10

STATE OF OREGON )  
County of Jackson ) ss.

This instrument was acknowledged before me on October 23, 2007,  
by Marsha Menefee.



Gwen Schiveley  
Notary Public for Oregon  
My Commission Expires: 4-15-10

6 - NON-MERGER DEED IN LIEU OF FORECLOSURE

EXHIBIT A

Taxes for the year 2006-2007

Tax Amount	\$	51.20
Unpaid Balance:	\$	51.20, plus interest and penalties, if any
Code No.:	071	
Map & Tax Lot No.:	R-3909-001BD-06600	
Property ID No.:	R892454	

City liens, if any, of the City of Klamath Falls.

Note: There are no liens as of July 6, 2007. All outstanding utility and user fees are not liens and therefore are excluded from coverage.

Easement as shown on the recorded plat/partition

For: 30 foot wide access, public utility, sanitary sewer and drainage easement for Parcels 1, 2, 3 and the lands to the North, as shown on the annexed plat

Affects: Parcels 1, 2 and 3 of Land Partition 19-99

Agreement Release of Water Rights between Klamath Basin Improvement District and Enterprise Irrigation District and Jerry O Anderson and Elizabeth Anderson Loving Trust, including terms and provisions thereof.

Recorded: March 02, 1998 in Volume M98, Page 6735, Deed Records of Klamath County, Oregon

Easement, including terms and provisions contained therein:

Recording Information: December 08, 1999 in Volume M99, Page 48382, Records of Klamath County, Oregon

In Favor of: Jerry O. Anderson and Elizabeth A Anderson, trustees of the Anderson Loving Trust dated October 16, 1990, and Robert A. Stewart

For: roadway

Annexation Agreement, including the terms and conditions thereof, as disclosed in Memorandum of Annexation Agreement

Owner: Jerry O. Anderson, trustee under Anderson Loving Trust dated October 16, 1990

Vendee: City of Klamath Falls

Recorded: June 06, 2004

Recording Information: Volume M04, Page 37273, Records of Klamath County, Oregon  
(Affects a portion of Tract 1378, Pleasant Vista-Stage 2)

Restrictions shown on the recorded plat/partition of Tract 1378 Pleasant Vista-Stage 2.

Easement as shown on the recorded plat/partition

For: 10 foot wide public utility easement

Affects: Front of all lots

Easement as shown on the recorded plat/partition

For: 30 foot wide irrigation easement  
Affects: Lots 34 thru 42

Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: January 11, 2006 in Volume M06, Page 559, Records of Klamath County, Oregon

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Michael Menefee and Marsha Menefee, husband and wife  
Grantee/Beneficiary: Vernon Ludwig and Ofelia Ludwig  
Trustee: First American Title  
Amount: \$110,000.00  
Recorded: May 15, 2006  
Recording Information: Volume M06, Page 09788, Records of Klamath County, Oregon

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Michael Menefee and Marsha Menefee, husband and wife  
Grantee/Beneficiary: Oberto and Associates Retirement Plan FBO Barbara Oberto Breneiser  
Trustee: First American Title  
Amount: \$56,677.58  
Recorded: May 15, 2006  
Recording Information: Volume M06, Page 09789, Records of Klamath County, Oregon