

MT 81786
Thomas Potter, Grantor

2008-002496

Klamath County, Oregon

Paul Barker & Anselma Barker, Grantee



00040839200800024960020020

02/28/2008 11:30:12 AM

Fee: \$26.00

After Recording return to:
Paul Barker & Anselma Barker
1291 Lakeshore Drive
Klamath Falls, OR 97601

ESTOPPEL DEED (Nonmerger)

THOMAS POTTER (Grantor), conveys to PAUL BARKER and ANSELMA BARKER, husband and wife, (Grantee), the following real property

Beginning at the Southwest corner of Lot 2, Block 17, FIRST ADDITION to the City of Klamath Falls, Oregon, being the point farthest south of said lot; then Northwesterly along the Easterly or Northerly border of 9th Street a distance of 60 feet; thence at right angles from the East border of 9th Street a distance of 45 feet; thence Southeasterly and parallel with the East line of 9th Street a distance of 60 feet; thence Southwesterly at right angles to 9th Street a distance of 45 feet to the point of beginning, being a part of Lot 2, Block 17, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

CODE MAP 3809-029CD 03100-000

Grantor executed and delivered to Grantee a Trust Deed recorded on September 26, 2005, in Volume M05, Page 65038, Microfilm Records of Klamath County, Oregon, to secure payment of a promissory note in the sum of \$78,000.00. The Note and Trust Deed are in default and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this deed) and waiver of the right to collect against Grantor on Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the property and the Trust Deed.

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

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The Fee and the lien shall hereinafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest or lien on the property.

Grantor has read and fully understands the above terms and is not acting under any misapprehension regarding the effect of this Deed, nor is Grantor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges or obligations that relate or attach to the property.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by

26 AMT

order of its Board of Directors.

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 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.

Thomas Potter

Thomas Potter

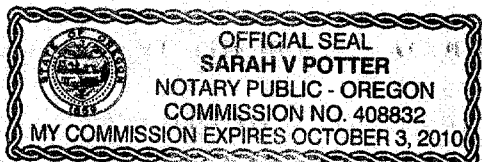
STATE OF OREGON)

) ss.

County of Klamath)

The foregoing instrument was acknowledged before me this 22 day of Feb, 2008 by Thomas Potter.

(S E A L)



Before me: Sarah V. Potter

Notary Public for Oregon

My Commissioner Expires: 10-5-2010