

2008-008330

Klamath County, Oregon



00047615200800083300020020

06/09/2008 10:07:15 AM

Fee: \$26.00

First Party's Name and Address

Eric B. Wilkinson and Adria D. Wilkinson
9163 Mina Bird Drive
Bonanza OR 97623

Second Party's Name and Address

Larry S. Beights and Paula S. Beights
9163 Mina Bird Drive
Bonanza, OR 97623

After recording, return to

Larry S. Beights and Paula S. Beights
9163 Mina Bird Drive
Bonanza, OR 97623

Until requested otherwise, send all tax statements to

Larry S. Beights and Paula S. Beights
9163 Mina Bird Drive
Bonanza, OR 97623

**ESTOPPEL DEED
MORTGAGE OR TRUST DEED**

THIS INDENTURE between ERIC B. WILKINSON and ADRIA D. WILKINSON, hereinafter called the first party, and LARRY S. BEIGHTS and PAULA S. BEIGHTS, 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 trust deed recorded as Instrument No. 75145 in the Records of Klamath County, Oregon, on February 24, 1999, in Book No. M-99, Page 6484, the beneficial interest therein having been assigned by instrument recorded December 14, 2007, in Book 2007, Page 20962 to Larry S. Beights and Paula S. Beights, (which includes the cancellation of the Installment Note and the indebtedness secured by the trust deed and the surrender thereof marked "Paid in Full" to the second party), reference to those Records hereby being made, and the note and indebtedness secured by the trust deed are now owned by the second party, on which note and indebtedness there is now owing and unpaid the sum of \$132.29, together with interest thereon at the rate of 12% per annum from September 22, 2006, until paid, plus a late fee of \$12.36, plus the sum of \$790.35 paid by the second party to prevent tax foreclosure by the Klamath County Tax Office, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by the second party pursuant to the terms of said trust deed, 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 or trust deed, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated 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:

Lot 1, Block 34, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, Plat No. 2,
according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

Map No. R-3811-004A0-03700-000

Key No. R460192

The true and actual consideration for this conveyance is NONE.

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 as follows:

State of Oregon
Klamath County Circuit Court
316 Main Street
Klamath Falls OR 97601


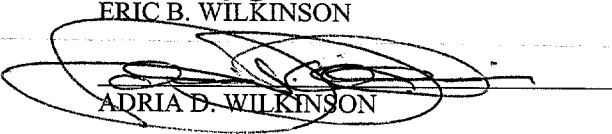
Carter-Jones Collection LLC
1143 Pine Street
Klamath Falls OR 97601

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.

IT WITNESS WHEREOF, the first party has executed this instrument.

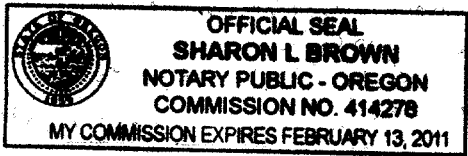
DATED: May 29, 2008

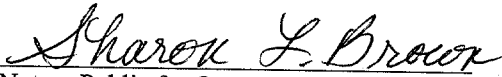

ERIC B. WILKINSON

ADRIA D. WILKINSON

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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.

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on 6-9-08 by Eric B. Wilkinson.

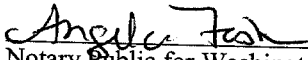



Notary Public for Oregon
My commission expires 2-13-11

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on May 31, 2008 by Adria D. Wilkinson.




Notary Public for Washington
My commission expires March 24, 2009