

2008-011491

Klamath County, Oregon



00051459200800114910020026

08/13/2008 09:29:07 AM

Fee: \$26.00

**First Party's Name and Address:**

Murray Margone and Debra Margone  
3221 Parkhaven Drive  
San Jose, CA 95132

**Second Party's Name and Address:**

First Regional Bank FBO Samir Shah IRA 04428  
Trust Administration Services  
5950 LaPlace Court  
Carlsbad, CA 92008

**After recording, return to:**

First Regional Bank FBO Samir Shah IRA 04428  
Trust Administration Services  
5950 LaPlace Court  
Carlsbad, CA 92008

**Until a change is requested, all tax statements shall be sent to the following address:**

Samir Shah  
7318 Burdette Court  
Bethesda, MD 20817

**ESTOPPEL DEED  
REAL ESTATE CONTRACT**

THIS INDENTURE between Murray Margone and Debra Margone, hereinafter called the first party, and First Regional Bank FBO Samir Shah IRA 04428, hereinafter called the second party;

**WITNESSETH:**

Reference is made to the certain contract for the sale of real estate (the "Contract") between the first party, as buyer, and Landgoal LLC, as seller, which Contract, or a memorandum thereof, was recorded in the Records of Klamath County in Volume M04 on Page 10157, and subsequently assigned by Landgoal LLC to the second party, which assignment was recorded in the Records of Klamath County in Volume M04 on Page 19025. The total unpaid indebtedness presently secured by the Contract is the sum of \$10,048.78. The same is now in default, and the Contract is 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 first party's present interest in the property in satisfaction of the indebtedness secured by the Contract, and the second party does now accede to that request;

NOW THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the Contract and the indebtedness secured thereby), 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 first party's interest in and to 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 16 BLOCK 17 TRACT No. 1027

Mt. Scott Meadows

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

The true and actual consideration for this conveyance is \$ 10,048.78.

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 the first party and first party's heirs and legal representatives, does covenant to and with the second party and the second party's heirs, successors and assigns that first party's interest in both the Contract and the property itself is free and clear of encumbrances except as created by the Contract and not otherwise, 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 as above expressly excepted; that this deed is intended to restore full legal and equitable title to the second party, including 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 is hereby surrendered and delivered to the second party; that in executing this deed the first party is not acting under and 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.

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

DATED 3-24-07

Murray Margone  
Murray Margone

Debra Margone  
Debra Margone

STATE OF California, County of Santa Clara

This instrument was acknowledged before me on MARCH-24<sup>th</sup>-07  
by MURRAY MARGONE

This instrument was acknowledged before me on MARCH-24<sup>th</sup>-07  
by DEBRA MARGONE

Bhavana R. Patel

Notary Public

My commission expires MAR-2-09

