

2008-012041

Klamath County, Oregon



00052184200800120410030035

08/27/2008 11:37:17 AM

Fee: \$31.00

AFTER RECORDING RETURN TO:

HFC/BFC

Attn: REO Department

931 Corporate CTR Dr

Pomona, CA 91769

65853 ATE

ESTOPPEL DEED

THIS INDENTURE between Arthur Lewis and Lori Lewis, as tenants by entirety hereinafter called the first party, and Beneficial Oregon, Inc. 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 mortgage or trust deed recorded in the mortgage records of the county herein after named, thereof as or fee/file/instrument/microfilm/reception No. 2006-023558, reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$165,766.22, the same being now in default and said mortgage or trust deed 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 said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request.

NOW, THEREFORE, for the consideration herein after stated, the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successor and assigns all of the following described real property situate in Klamath County, State of Oregon, to-wit:

The Westerly rectangular 11.5 feet of Lot 4 and all of Lot 5, Block 14, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office on the Clerk of Klamath County, Oregon.

more commonly known as: 604 Mount Whitney St, Klamath Falls, OR 97601

together with all of the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining;

SEND FUTURE TAX STATEMENTS TO:

CONSIDERATION AMOUNT

HFC/BFC Attn: REO Department 931 Corporate CTR Dr Pomona, CA 91769	\$10.00
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\$31-A

TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever.

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or trust deed and further except covenants, conditions, restrictions and easements of record; that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demand 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 said 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 said premises hereby is surrendered and delivered to said 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 the 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 said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10.00.

However, the actual consideration of includes other property or value given or promised which is the whole consideration.

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 shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, 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 above named has executed this instrument; if the first party is a corporation, it has caused its corporate named to be signed hereto and its corporate seal affixed by it officers duly authorized thereunto by 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 to the property should check with the appropriate city or county planning department to verify approved uses.

Dated 6-26-08

Arthur Lee Lewis
Arthur

Dated 6-26-08

Lori S. Lewis
Lori Lewis

STATE OF OREGON)
) SS.
County of CLATSOP)

The foregoing instrument was acknowledged before me this 26 day of JUNE,
2008 by Arthur Lewis and Lori Lewis

Karen A Baker
Notary Public or Oregon
My commission expires: 9-20-09

S&S #: 08-100556

