

WTC 84316

2009-010854

Klamath County, Oregon

After recording return to:

Bradley S. Copeland
800 Willamette Street, Suite 800
Eugene, OR 97401

Until a change is requested, send tax statements to:

Umpqua Bank
Attn: Sam Teyema
One SW Columbia, Suite 1400
Portland, OR 97258
Tax Account # _____



00070950200900108540030036

08/13/2009 11:16:30 AM

Fee: \$31.00

**ESTOPPEL DEED
(Non-Merger)**

THIS INDENTURE between Highmark Investment Group, LLC, hereinafter called the Grantor, and Umpqua Bank, hereinafter called the Grantee;

WHEREAS, the title to the real property hereinafter described is vested in fee simple in the Grantor, subject to the lien of a trust deed recorded in the Official Records of Klamath County, Oregon, Instrument No. 2007-011708, reference to said Official Records hereby being made, and the indebtedness secured by said trust deed as evidenced by a Promissory Note in favor of Grantee, on which indebtedness there is now due and owing and unpaid the sum of approximately \$321,367.49, the same being now in default; and

WHEREAS, Grantor, being unable to pay the same, has requested the Grantee to accept a deed of conveyance of the property in consideration of the covenants and agreements of Grantee set forth herein;

NOW, THEREFORE, for the consideration hereinafter stated, Grantor does hereby grant, bargain, sell and convey unto Grantee and to Grantee's successors and assigns all of the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, including, but not limited to, any and all timber lying, standing, growing or down thereon, situated in the County of Klamath, State of Oregon, to-wit:

Lot 45, DIAMOND MEADOWS, TRACT NO. 1384, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true consideration for this conveyance is good and valuable consideration other than cash, which consideration is the whole consideration.

Grantor covenants that:

(i) This Deed is absolute in effect and conveys fee simple title of the premises described herein to Grantee and does not operate as a mortgage, trust conveyance, or security of any kind;

(ii) Grantor is the owner of the premises free of all encumbrances except the aforesaid trust deed executed to Grantee and liens, encumbrances, conditions, restrictions of record as of the date hereof.

31amt

THIS DEED DOES NOT EFFECT A MERGER OF THE FEE OWNERSHIP AND THE LIEN OF THE TRUST DEED DESCRIBED ABOVE. THE FEE OWNERSHIP AND LIEN SHALL HEREAFTER REMAIN SEPARATE AND DISTINCT.

In consideration of Grantee's covenants herein and Grantor's benefit from remaining in possession of the premises described above until relinquished at the time of this conveyance, Grantee may retain all payments previously made on the secured debt referred to above with no duty to account therefor.

By acceptance of this Deed, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantor and Guarantors, Mary Diane Keith and Mark Charles Keith, on the Promissory Note given to secure the trust deed described above, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed, it shall not cause, obtain, or permit a deficiency judgment against Grantor and Guarantors, Mary Diane Keith and Mark Charles Keith, such rights and remedies being waived.

Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above, and any notices it might otherwise be entitled to in the event Grantee's trust deed described above is foreclosed.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor any duress undue influence, or misrepresentation of Grantee, Grantee's agent or attorney, or any other person.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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 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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Highmark Investment Group, LLC


By: Mark Keith
Its: Member

STATE OF Oregon)
)
County of Deschutes)

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The foregoing instrument was acknowledged before me this 31st day of ^{July}~~June~~, 2009, by
Mark Keith, who is the member of Highmark Investment Group, LLC.

Theresa K Trudeau
Notary Public for
My Commission Expires: 6-19-2013

