

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



2010-007833

Klamath County, Oregon



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06/29/2010 11:22:13 AM

Fee: \$52.00

SPACE RESERVE
FOR
RECORDER'S

STEPHEN NAPIER & MARY ANNA NAPIER
TRUSTEES OF NAPIER FAMILY TRUST DT 6-11-2003
PO BOX 189 SAN JERONIMO CA. 90733-0189

First Party's Name and Address

MICHAEL THIBODEAUX AND CAROL THIBODEAUX
561 S SANTA CRUZ RD
GOLDEN VALLEY, AZ. 86413

Second Party's Name and Address

After recording, return to (Name, Address, Zip):

MICHAEL THIBODEAUX
561 S SANTA CRUZ RD
GOLDEN VALLEY AZ. 86413

Until requested otherwise, send all tax statements to (Name, Address, Zip):

MICHAEL THIBODEAUX
561 S SANTA CRUZ RD
GOLDEN VALLEY AZ 86413

ATE 7441

ESTOPPEL DEED
MORTGAGE OR TRUST DEED

THIS INDENTURE between
hereinafter called the first party, and
hereinafter called the second party; WITNESSETH:

~~STEPHEN NAPIER & MARY ANNA NAPIER~~ TRUSTEES OF THE NAPIER FAMILY TRUST
MICHAEL THIBODEAUX AND CAROL THIBODEAUX DATED 6/12/03

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 Records of the county hereinafter named, in book/reel/volume No. 2007 on page 3881, and/or as fee/file/instrument/microfilm/reception No. (indicate which), reference to those Records hereby being made, and the notes and indebtedness secured by the 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 \$57,501.37, the same being now in default and the mortgage or 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 (which includes the cancellation of the notes and the indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), 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:

SEE EXHIBIT A

The true and actual consideration for this conveyance is \$ 0.00 (Here comply with ORS 93.030.)

(OVER)

ATE 52

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'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 (if none, so state)

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.

IN WITNESS WHEREOF, the first party has executed this instrument. If first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

DATED MAY 12, 2010

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Stephen Naper
Mary Anna Naper

STATE OF OREGON, County of _____

by _____ This instrument was acknowledged before me on _____

by _____ This instrument was acknowledged before me on _____

Notary Public for Oregon
My commission expires _____



Exhibit A

The North 545.0 feet of the West 885 feet of the NW 1/4 of the SW 1/4 of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon;

EXCEPTING THEREFROM the North 272.5 feet; AND EXCEPTING THEREFROM the Southerly 30 feet.

TOGETHER WITH an easement for ingress, egress and utilities over and across the South 30 feet of the North 545 feet of the NW 1/4 of the SW 1/4 of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; EXCEPTING THEREFROM the East 435 feet thereof.

AND ALSO TOGETHER WITH an easement for ingress and egress over a tract of land in the NW 1/4 of the SW 1/4 of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NW 1/4 of the SW 1/4, said point being South a distance of 545 feet from the Northwest corner thereof; thence East parallel with the North line of said NW 1/4 of the SW 1/4 to a point on the East line of said NW 1/4 of the SW 1/4; thence South on said East line a distance of 30.0 feet; thence West parallel with the North line of said NW 1/4 of the SW 1/4, to a point on the West line of said Section 34; thence North on said West line a distance of 30.0 feet to the true point of beginning, as granted to Michael W. Thibodeaux and Carol A. Thibodeaux, husband and wife, by instrument recorded October 15, 2001 in Volume M-01 at Page 52269, Microfilm Records of Klamath County, Oregon.

CODE 138 MAP 3407-034CB TL 00300 KEY #198002

ACKNOWLEDGMENT
For Estoppel Deed

State of California
County of Los Angeles

On May 12, 2010 before me, Melissa Beth Contreras
(insert name and title of the officer)

personally appeared Stephen Napier and Maryanna Napier
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Beth Contreras (Seal)

