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

|--|

Chris G. & Suzanne D. Hoehl
3315 Druid
Los Alamitos, CA 90720
First Party's Name and Address
JELD-WEN, INC.
3250 Lakeport Blvd.
Klamath Falls, OR 97601
Second Party's Name and Address
After recording, return to (Name, Address, Zip):
and the same of framework the same of the
JELD-WEN, INC.
The state of the s
JELD-WEN, INC3250 Lakeport Blvd. Klamath Falls, OR 97601
JELD-WEN, INC. -3250 Lakeport Blvd.
JELD-WEN, INC3250 Lakeport Blvd. Klamath Falls, OR 97601
JELD-WEN, INC.  -3250 Lakeport Blvd.  Klamath Falls, OR 97601  Until requested otherwise, send all tax statements to (Name, Address, Zip):  JELD-WEN, INC.  -3250 Lakeport Blvd.
JELD-WEN, INC.  -3250 Lakeport Blvd.  Klamath Falls, OR 97601  Until requested otherwise, send all tax statements to (Name, Address, Zip):  JELD-WEN, INC.

2011-004015 Klamath County, Oregon



SPACE RE FC RECORDE

03/25/2011 03:21:31 PM

Fee: \$42.00

Witness my hand and seal of County affixed.

## **ESTOPPEL DEED** MORTGAGE OR TRUST DEED

THIS INDENTURE between Chris G. Hoehl and Suzanne D. Hoehl hereinafter called the first party, and <u>JELD-WEN</u>, <u>Inc</u>. 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 Records of the county hereinafter named, in Dook reel Volume No. M04 erence 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 \$31.075.59, 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

Lot 81 of FOURTH ADDITION TO HARBOR ISLES-TRACT 1347, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Accounting No: 3809-19BD+01500-000 Key No: 886079

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE) The true and actual consideration for this conveyance is \$\_\_\_\_\_\_ (Here comply with ORS 93.030.)

(OVER)



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'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 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 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 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 efficiency at the second party 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.
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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND USE OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30,300, 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.
STATE OF OREGON, County of Orange ss.
This instrument was acknowledged before me on March 15, 2011  by Jostin Thinkwell hisk , Motary Rubice  This instrument was acknowledged before me on
by
as
JUSTIN HUNNEWELL FISK COMM #1914831 Notary Public for Oregon Cultifornia Notary Public California ORANGE COUNTY My Comm. Exp. DEC 2, 2014  Notary Public for Oregon Cultifornia My commission expires