

WC 90863

2011-005410

Klamath County, Oregon



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05/02/2011 03:20:42 PM

Fee: \$57.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

Bryce R. Jessen
760 North 14th Street
Springfield, OR 97477

1. Name(s) of the Transaction(s):

Estoppel Deed

2. Direct Party (Grantor):

One Feather Corporation

3. Indirect Party (Grantee):

Jeanette L. Thompson

4. True and Actual Consideration Paid:

\$851.00

5. Legal Description:

See attached

57pmf

After recording return to:

Send all tax statements to: JEANETTE L. THOMPSON, 73340 London Road, Cottage Grove, OR 97424.

ESTOPPEL DEED

ONE FEATHER CORPORATION, an Oregon corporation, Grantor, does hereby grant, bargain, sell and convey unto JEANETTE L. THOMPSON, Grantee, the following described real property situated in KLAMATH County, Oregon, to-wit:

See Legal Description in Memorandum of Land Sale Contract recorded January 16, 2001, at Volume M01, Page 17987, Microfilm Records of Klamath County, Oregon and re-recorded November 13, 2001, at Volume M01, Page 57827, Microfilm Records of Klamath County, Oregon, which legal description is incorporated herein by reference thereto.

The true consideration for this conveyance is Grantee's forbearance to foreclose the above mentioned Land Sale Contract.

Grantor covenants that:

The property is free from encumbrances, conditions and restrictions except those of record as of the date of this Deed, and especially includes the past due real property taxes due against the property which is the subject of this Deed in the amount of **EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$851.00)** (or more), which Grantee herein agrees to assume as of the date of acceptance of this Deed.

This Deed is absolute in effect and conveys all the right, title and interest of Grantor to the Premises above described to Grantee and does not operate as a mortgage, trust conveyance, or security of any kind. Possession of the Premises is surrendered to Grantee as of APRIL 30, 2011. Any holdover after that date is as a tenant at will and no other. In executing this Deed, the Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentation by Grantee, their agents or attorney, or any other person.

This Deed is given in lieu of foreclosure of that Land Sale Contract between Grantor (as Buyer), and Grantee (as Seller), described above.

By acceptance of this deed, Grantee covenants and agrees that Grantee shall forever forebear taking any action whatsoever to collect against Grantor for the balance of the above mentioned Land Sale Contract, costs, or liabilities of the parties arising out of the Contract.

Grantee shall retain all monies heretofore paid by Grantor under the terms of the Trust Deed and Grantor shall have no further rights in said monies. Grantee further covenants and warrants to Grantor that Grantee is the vested owner of the entire Beneficiary's interest in the above referred to Trust Deed and Note.

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 DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS

(COUNTY RECORDING SEAL HERE)

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 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

IN WITNESS WHEREOF, the parties have caused this Estoppel Deed to be executed as of this 28 day of April, 2011.

GRANTOR:

ONE FEATHER CORPORATION,
an Oregon corporation

By:

Gidget Flanagan
Gidget Flanagan,
Its President

STATE OF OREGON)
): ss.
County of Lane)

This instrument was acknowledged by GIDGET FLANAGAN, as President on behalf of ~~ONE FEATHER~~ CORPORATION, an Oregon corporation, on the 28th day of April, 2011, before me.

Bryce R. Jesse
Notary Public for OREGON
Seal:

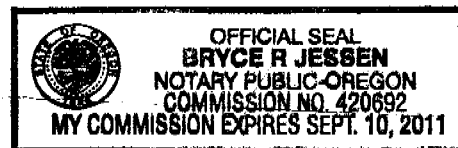


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A tract of land situated in the SW1/4 of the SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which lies South 19° 24' East a distance of 1068.4 feet from the Southwest corner of Block 8, CHEMULT; thence following an arc of a 03° 04' curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc to a 03° 04' curve to the left a distance of 281.1 feet to a point; thence South 28° 43' East a distance of 26 feet, more or less, to the South line of the SW1/4 of the SW1/4 of said Section, Township and Range; thence East along said South line a distance of 124.2 feet more or less, to the Southeast corner of the SW1/4 SW1/4 of said Section, Township and Range; thence North along the East line of said SW1/4 SW1/4 363 feet to a point; thence South 70° 36' West 261.5 feet, more or less to the true point of beginning.

PARCEL 2:

A parcel of land lying in the NW1/4 NW1/4 of Section 28, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 268, page 143 of Klamath County Record of Deeds; the said parcel being described as follows:

Beginning on the Northerly line of said NW1/4 NW1/4 at a point 66.96 feet Northeasterly of (when measured at right angles to) the center line of the Dalles-California Highway, said point being 125.78 feet Westerly of (when measured along said Northerly line) the Northeast corner of said NW1/4 NW1/4; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 732 + 32.60; thence Northeasterly at right angles to said center line 83.04 feet to the Easterly line of said property; thence Northwesterly along said Easterly line to said Northerly line; thence Westerly along said Northerly line to the point of beginning.

PARCEL 3:

A tract of land situated in the SW1/4 of the SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South 19° 24' East a distance of 891 feet from the Southwest corner of Block 8 of Chemult, Oregon, and running thence; continuing South 19° 24' East along the Easterly right of way line of the Dalles-California Highway a distance of 176.8 feet and thence following the arc of a 3 degree 4' curve to the left a distance of 23.2 feet to an iron pin on the Easterly right of way line of the Dalles-California Highway; thence North 70° 36' East a distance of 261.5 feet to an iron pin on the forty line; thence North 0° 32' West along the forty line a distance of 211.4 feet to an iron pin on the Westerly right of way line of the S. P. R. R.; thence South 70° 36' West a distance of 330 feet more or less to the point of beginning, being in the SW1/4 SW1/4 of Section 21, Township 27 South Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Continued

(Legal Description Continued)

PARCEL 4:

A parcel within the SE1/4 SW1/4 of Section 21, Township 27 South Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SW1/4 of said Section 21; thence North $00^{\circ} 00' 31''$ East, 564.73 feet to a point on the Western right-of-way of the Southern Pacific Railroad; thence Southeasterly along said Western right of way, 599.8 feet to the South line of the SE1/4 SW1/4 of said Section 21; thence South $89^{\circ} 35' 33''$ West along said South line 206.26 feet to the point of beginning.