1712502

2011-006496 Klamath County, Oregon

00102426201100064960020028

05/25/2011 03:41:41 PM

Fee: \$42.00

First Party's Name & Address: Emilie Thornton P.O. Box 520 Phoenix, Or 97535 Second Party's Name & Address: LBI Enterprises LLC P.O. Box 706 Grants Pass, OR 97528

After Recording Return To: LBI Enterprises LLC P.O. box 706 Grants Pass, Or 97528 MAIL TAX STATEMENTS TO: LBI Enterprises LLC P.O. Box 706 Grants Pass, Or 97528

CONSIDERATION: \$1.00

NON-MERGER ESTOPPEL DEED

THIS INDENTURE between, Emilie Thornton, individually and Emilie Thornton as President & Secretary of Jet Ranch Inc., an Oregon corporation, hereinafter called the first party, and LBI Enterprises LLC, 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 Trust Deed recorded in the Official records of the county hereinafter named, as **Document #M06-09310**, Official Records of **Klamath County**, Oregon, reference to said records hereby being made, and the Note and indebtedness secured by said Trust Deed are now owned by the second party, on which the Note and indebtedness there is now owing and unpaid the sum of approximately \$20,000.00 the same being now in default and said to pay the same, has requested the second party to accept an absolute deed of conveyance of said property and the second party does now accede to said request.

NOW THEREFORE, for the consideration hereinafter stated the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of the following described real property situated in **Klamath** County, State of Oregon, to wit:

Lot 17, Block 4, WEST KLAMATH FALLS, according to the official plat thereof on file in the Office of the Clerk of Klamath County, Oregon.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; 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 those described in EXHIBIT "B"; 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 Title to said premises to the second party and all redemption rights which the first party may have therein, and not 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 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 not 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 \$1.00.

Grantee may retain all payments previously made on the secured debt with no duty to account therefore.

4

THIS DEED DOES NOT EFFECT A MERGER OF THE FEE OWNERSHIP AND LIEN OF THE TRUST DEED DESCRIBED ABOVE AND BELOW. THE FEE AND LIENS SHALL HEREINAFTER REMAIN SEPARATE AND DISTINCT. BY ACCEPTANCE OF THIS DEED, GRANTEE CONVENANTS AND AGREES THAT HE SHALL FOREVER FOREBEAR TAKING ANY ACTION WHATSOEVER TO COLLECT AGAINST GRANTOR ON THE PROMISSORY NOTE GIVEN TO SECURE THE TRUST DEED ABOVE DESCRIBED, OTHER THAN BY FORECLOSURE OF THAT TRUST DEED. THE ACCEPTANCE OF THIS ESTOPPEL DEED BY GRANTEE WILL NOT IN ANY WAY SATISFY IN WHOLE OR PART ANY INDEBTEDNESS DUE ON THE PROMISSORY NOTE WHICH SECURES TRUST DEED #M06-09310.

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 as 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 first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this Day of May 2011.

Emilie Thornton, as President & Secretary of Jet Ranch Inc., an Oregon corporation

Washington STATE OF OREGON

County of Classam

This instrument was acknowledged before me on this day of May, 2011

by Emilie Thornton.

NOTARY PUBLIC FOR

My Commission Expires:

PRICIA M. PUBLIC 9-21-2013 TE OF WAS

OF RICIA M. AP

NOTARY

PUBLIC

OF WASHIN

STATE OF

County of Clayan

This instrument was acknowledged before me on this 20 day of May, 2011,

by Emilie Thornton as President & Secretary of Jet Ranch Inc., an Oregon corporation.

NOTARY PUBLIC FOR

My Commission Expires: 9.21-2013

Exhibit "B" None