

1st 1655990

2011-007624

Klamath County, Oregon

Send Tax Statements to, recording
requested by and when recorded
please return to:

STERLING SAVINGS BANK
Attn: Commercial Special Assets
111 N. Wall Street
Spokane, Washington 99201



00103830201100076240050052

06/24/2011 03:05:31 PM

Fee: \$57.00

ESTOPPEL AFFIDAVIT

THIS ESTOPPEL AFFIDAVIT is made this 16 day of JUNE, 2011, by CARRIE A. KING, JOE GENUALDI AND ADELE S. GENUALDI REVOCABLE TRUST, JACQUELINE MAY BERRY REVOCABLE TRUST, individually, and as Members of Simmers Investments, LLC, an Oregon limited liability company (hereinafter collectively referred to as "Grantor") for the benefit of STERLING SAVINGS BANK (herein after referred to as "Grantee.")

WITNESSETH:

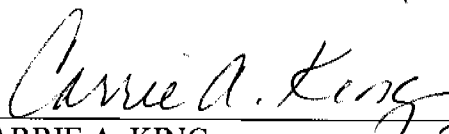
On March 24, 2008, Grantor executed and delivered to Grantee a promissory note in the principal sum of \$320,000.00. The sums owing on the promissory note are secured by a Deed of Trust duly recorded in the office of the Recorder of Klamath County, Oregon, in Volume 2008, Page 005619. Said Deed of Trust encumbers the real estate situate in the County of Klamath, State of Oregon, legally described in Exhibit "A" attached hereto (the "Property").

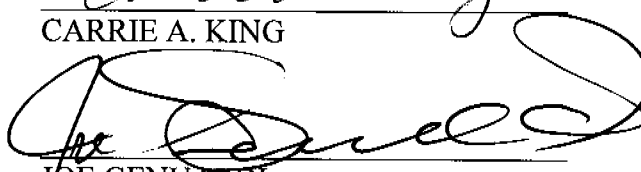
The Grantor is in default in the payment due on said Note and is unable to meet the obligations of said Note and Deed of Trust according to the terms thereof.


The Grantor is the party who made, executed and delivered that certain Statutory Bargain and Sales Deed to Grantee, of even date herewith, conveying the Property to Grantee. The Grantor hereby acknowledges, agrees and certifies that the aforesaid Statutory Warranty Deed is an absolute conveyance of all the Grantor's right, title and interest in and to the Property together with all buildings thereon and appurtenances thereunto belonging or appertaining, and also a conveyance, transfer and assignment of the Grantor's right and possession, rentals and equity of redemption in and to the Property. The value of the Property is not in excess of the amount of said indebtedness outstanding. In consideration of the premises thereof, and in consideration of such conveyance, Grantor will receive a full and complete release of *in personam* liability under the Note and Deed of Trust. The Property shall remain encumbered by the Note and Deed of Trust and any junior liens shall be subject to foreclosure.


Grantor hereby acknowledges that said Bargain and Sales Deed was given voluntarily by Grantor to Grantee in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Grantor or Grantee, and was not given as a preference against any other creditors of said Grantor. Said deed of conveyance shall be and is hereby intended and understood to be an absolute conveyance and conditional sale with full extinguishment of the Grantor's equity of redemption, and with full release of all the Grantor's right, title and interest of every character in and to the Property. The Bargain and Sales Deed is a non-merger deed. Said deed of conveyance shall not restrict the right of Grantee to institute foreclosure proceedings if Grantee so desires.

This affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executors, administrators and assigns to the undersigned.


CARRIE A. KING


JOE GENUALDI
Trustee of Joe Genualdi and Adele S. Genualdi
Revocable trust

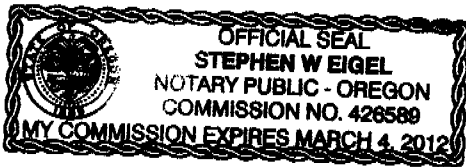

ADELE S. GENUALDI
Trustee of Joe Genualdi and Adele S. Genualdi
Revocable trust


AMY GIBBON
Trustee of Jacqueline May Berry Trust Revocable
Trust

State of Oregon }
County of Marion } ss.

I certify that I know or have satisfactory evidence Carrie A. King is the person who appeared before me, and said person signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: June 15th, 2011.



Stephen W. Eigel
Print Name: Stephen W. Eigel
Notary Public in and for the State
of Oregon, residing at Salem, OR
My appointment expires: March 4, 2012

State of Texas }
County of Bexar } ss.

I certify that I know or have satisfactory evidence Joe Genualdi trustee of Joe Genualdi and Adele S. Genualdi Revocable Trust is the person who appeared before me, and said person signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: June 20, 2011.



Mary Beth Bradley
Print Name: Mary Beth Bradley
Notary Public in and for the State
of Texas, residing at 7400 Crestway, San Antonio, TX 78239
My appointment expires: 2-25-2013

State of Texas }
County of Bexar } ss.

I certify that I know or have satisfactory evidence Adele S. Genualdi, trustee of Joe Genualdi and Adele S. Genualdi Revocable Trust is the person who appeared before me, and said person signed this instrument and acknowledged it to be her free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: June 20, 2011.

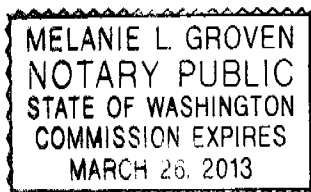


Mary Beth Bradley
Print Name: Mary Beth Bradley
Notary Public in and for the State
of Texas, residing at 7400 Crestway, San Antonio, TX 78239
My appointment expires: 2-25-2013

State of Washington)
County of) ss.

I certify that I know or have satisfactory evidence Amy Gibbon, trustee of Jacqueline May Berry Revocable Trust is the person who appeared before me, and said person signed this instrument and acknowledged it to be her free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: June 22, 2011.



Melanie L. Groven
Print Name: Melanie L. Groven
Notary Public in and for the State
of Washington, residing at Phyllis
My appointment expires: 3/26/2013

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

A portion of the Southwest quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point 1128 feet east of an iron pin driven into the ground inside the fence corner at the Southwest corner of the Northwest Quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, State of Oregon, on the property of Otis V. Saylor, being the Southwest corner of said property abutting on the Klamath Falls-Lakeview Highway; thence North 330 feet; thence East 132 feet; thence South 330 feet; thence West 132 feet to the Point of Beginning.

Parcel No. R507277