

First Party's Name and Address:

Lakewoods Development, LLC, an Oregon
Limited Liability Company
PO Box 2520
White City, OR 97503

Second Party's Name and Address:

Financial Freedom Loans, Inc.
2375 Jefferson Street
Carlsbad, CA 92008

2011-009593

Klamath County, Oregon



08/22/2011 09:41:15 AM

Fee: \$47.00

All tax statements to:
Financial Freedom Loans, Inc.
2375 Jefferson Street
Carlsbad, CA 92008

After Recording Return to:
K. R. Olin, Attorney at Law, P.C.
PO Box 7530
Brookings, OR 97415

**ESTOPPEL DEED
MORTGAGE OR TRUST DEED (IN LIEU OF FORECLOSURE)**

THIS INDENTURE between Lakewoods Development, LLC, hereinafter called First Party, and Financial Freedom Loans, Inc., hereinafter called 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 records of Klamath County, Oregon, as Instrument No. 2007-017654, and recorded October 11, 2007.

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, pursuant to on which notes and indebtedness there is now owing and unpaid the sum of not less than \$556,741, 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;

The true and actual consideration for this conveyance is resolution of Klamath County Case no. 1002757CV and other property or value.

NOW THEREFORE, for the consideration hereinabove 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:

Lot 2, Block 1, Tract No. 1034, LAKEWOODS SUBDIVISION UNIT NO. 1, according to the official plat thereof on file in the Office of the Clerk of Klamath County, Oregon (Code 008, Map 3805-005B0 TL 01900 Key #71111).

TO HAVE AND TO HOLD the same unto the Second Party and the Second Party's heirs, successors in interest and assigns forever.

And the First Party, for First Party and the First Party's heirs, legal representatives, does covenant to and with the Second Party and the Second Party's heirs, successors in interest 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;

No Exceptions

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 of 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 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 the undersigned is a corporation, it has caused its name to be signed and it 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 PERSONS RIGHTS, IF ANY, UNDER ORS 196.300, 196.301 AND 195.205 TO 195.236 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFUL ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010, 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 196.300 AND 195.205 TO 195.336 AND SECTIONS 5 AND 11, CHAPTER 424, OREGON LAWS 2007.

DATED: 8-10-11

LAKEWOODS DEVELOPMENT, LLC, an Oregon
Limited Liability Company



By: David W. Hammonds


By Karen Hammonds

STATE OF OREGON)
County of Jackson) ss.

August 10, 2011.

Personally appeared the above named David W. Hammonds and Karen Hammonds, Members, Lakewoods Development, LLC, and acknowledged the foregoing Estoppel Deed to be their voluntary act and deed. Before me:



Rachelle Renee Driskell
Notary Public for:
My commission expires: