


Appell
Returned @ Courthouse

After Recording Return to: EDITH S. HAYDEN and SHARON J. HALVERSON, as Successor Co-Trustees of the Elizabeth Ann Boorman Trust, dated October 14, 1993	2011-011388 Klamath County, Oregon  00108543201100113880020025 10/12/2011 03:57:07 PM Fee: \$42.00
Send Tax Statements to: EDITH S. HAYDEN and SHARON J. HALVERSON, as Successor Co-Trustees of the Elizabeth Ann Boorman Trust, dated October 14, 1993	

ESTOPPEL DEED

ROGER A. STEVENS and GWYN E. STEVENS husband and wife, "Grantors," convey to EDITH S. HAYDEN and SHARON J. HALVERSON, as Successor Co-Trustees of the Elizabeth Ann Boorman Trust, dated October 14, 1993, "Grantees," the following real property:

Tract No. 68 of PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Roger A. Stevens and Gwyn E. Stevens, executed and delivered to Grantee, Edith s. Hayden and Sharon J. Halverson, Successor Co-Trustees of the Elizabeth Ann Boorman Trust, a deed of trust recorded June 13, 2007, at 2007-010689 , Klamath County mortgage records, to secure payment of a note in the sum of \$92,000.00. The Grantees have agreed to accept a deed to the premises and Grantors have elected to issue it, in exchange for cancellation of the note and the indebtedness incurred thereon. In consideration of Grantee's acceptance of this deed in lieu of foreclosure, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

The true consideration for this conveyance is Grantee's forbearance of foreclosure or other claims against Grantor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to said Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption which Grantor may have in connection with the Property and the Trust Deed. The Grantor and Grantor's heirs, successors, and assigns shall be forever estopped from asserting that Grantor had, on the date of the Trust Deed, an estate or interest in the Property less than a fee simple interest in the whole of the Property and this Deed shall pass any and all after-acquired title.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq* ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty. This indemnity shall survive recording of this Deed and further transfers of the Property.

This Deed does effect a merger of the fee ownership and the lien of the Trust Deed described above. The debt secured by the trust deed shall be satisfied upon recording of this deed.

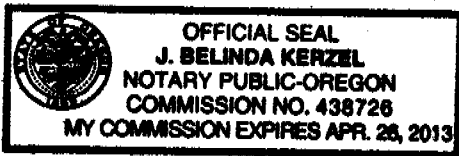
Grantor has read and fully understands the above terms and is not acting under misapprehensions as to the effect of this Deed, nor under any duress, undue influence or misrepresentations of Grantee, its agents, attorneys or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges or obligations which relate or attach to the property.

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 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 DEFINED 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 20.930, 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.

DATED this 29th day of August, 2011.



Roger A. Stevens
Roger A. Stevens

Gwyn E. Stevens
Gwyn E. Stevens

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on this 29th day of Aug, 2011, by Roger A. Stevens and Gwyn E. Stevens.

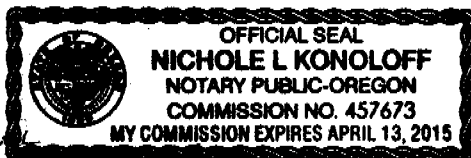
T. B. Kneuf
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-26-13

STATE OF OREGON)
County of Marion) ss.

Accepted this 4 day of September, 2011.

Edith S. Hayden Co-Successor Trustee
Edith S. Hayden, Co-Successor Trustee

This instrument was acknowledged before me this 4 day of September, 2011 by Edith S. Hayden.



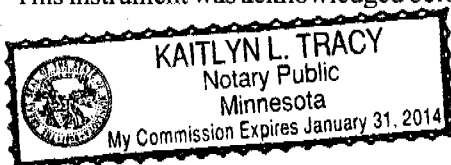
Nichole L. Konoloff
NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
County of Marion) ss.

Accepted this 12 day of September, 2011.

Sharon J. Halverson, Co-Successor Trustee
Sharon J. Halverson, Co-Successor Trustee

This instrument was acknowledged before me this 12 day of September, 2011 by Sharon J. Halverson.



Kaitlyn L. Tracy
NOTARY PUBLIC FOR Minnesota