

2011-012557

Klamath County, Oregon



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11/08/2011 03:10:09 PM

Fee: \$47.00

FIRST PARTY NAME AND ADDRESS:

Janice Smith-Canfield  
2345 James Martin Ct  
Klamath Falls, OR 97601

SECOND PARTY NAME AND ADDRESS:

William R. Wohrman and Janice C. Wohrman,  
Trustees of the Wohrman Family Revocable Living Trust  
6500 Old Fort Road  
Klamath Falls, OR 97601

AFTER RECORDING RETURN TO:

NEAL G. BUCHANAN  
435 OAK AVE.  
KLAMATH FALLS, OR 97601

SEND TAX STATEMENTS TO:

SECOND PARTY

**ESTOPPEL DEED**

THIS INDENTURE between **JANICE SMITH-CANFIELD** hereinafter called the first party, and **William R. Wohrman and Janice C. Wohrman, Trustees of the Wohrman Family Revocable Living Trust,** 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 (securing Promissory Note), such Trust Deed recorded in the mortgage records of Klamath County, Oregon, in 2008-005662; reference to said records hereby being made, and the indebtedness secured by said Trust Deed and Promissory Note are now owned by the second party, on which indebtedness there is now owing and unpaid the sum of \$199,878.28 together with interest on said sum at the rate of 8% per annum from March 11, 2011, together with Trustee's and Attorney's fees, and other costs as provided for by the provisions of the Trust Deed, the same being now in default and said Trust Deed being now subject to immediate foreclosure.

NOW, THEREFORE, for the consideration hereinafter stated (which included the cancellation of the indebtedness secured by said Trust Deed), the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of that certain real property situate in Klamath County, State of Oregon legally described as follows, to-wit:

Attached as Exhibit A

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which the whole consideration, being in lieu of foreclosure.

TO HAVE AND TO HOLD the same unto said second party, second party's heirs, successors and assigns forever.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party, second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of all encumbrances whatsoever; 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 to said 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 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 the creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

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 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.

"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 434, 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 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."

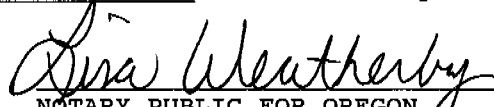
IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated 11-8, 2011.

  
\_\_\_\_\_  
Janice Smith-Canfield

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on November 8, 2011, by Janice Smith-Canfield and \_\_\_\_\_ as First Party.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My commission expires: 11/20/2011



**PARCEL 1:**

Lot 7, Tract No. 1327, OLD FORT ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM all that portion described as follows:

Beginning at the most northerly corner common to Lots 6 and 7, OLD FORT ESTATES TRACT NO. 1327, situated in the SW1/4 SE1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which lies on the South R/W boundary of Old Fort Road; thence along the Southwest boundary of Lot 7 South  $42^{\circ}22'20''$  East 64.15 feet to a point; thence North  $36^{\circ}53'43''$  West 64.54 feet to a point on the South right-of-way boundary of Old Fort Road and for which a 5/8" iron reference rod bears South  $36^{\circ}53'43''$  East 0.47 feet; thence along said right-of-way boundary South  $47^{\circ}37'47''$  West 6.16 feet to the point of beginning.

**PARCEL 2:**

Beginning at the most easterly corner common to Lots 6 and 7, OLD FORT ESTATES TRACT NO. 1327, situated in the SW1/4 SE1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which lies on the North R/W boundary of James Martin Court; thence along the Northeast boundary of Lot 6 North  $42^{\circ}22'20''$  West 35.34 feet to a point; thence South  $36^{\circ}53'43''$  East 4.50 feet to a 5/8" iron rod; thence South  $39^{\circ}07'31''$  East 31.00 feet to a 5/8" iron rod on the right-of-way boundary of James Martin Court; thence along said right-of-way boundary on a 50 foot radius curve to the left with a chord bearing North  $45^{\circ}40'50''$  West 2.19 feet to the point of beginning.

**EXHIBIT A**