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NO PART OF ANY STEVENS-NESS FORM MAY BE REPR

2012-003617

Klamath County, Oregon



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04/06/2012 03:30:52 PM

Fee: \$47.00

Thornbird Investments Inc.  
73 Mt. Pleasant Crest Rd.  
Port Angeles, Wa. 98362

Mortgagor's Name and Address\*

Albert Marzilli and Marie J.  
Marzilli, Husband and Wife,  
3900 Dry Creek Rd. Medford, Ore 97504

Mortgagee's Name and Address\*

After recording, return to (Name and Address):  
Emilie Thornton  
73 Mt. Pleasant Crest Rd.  
Port Angeles, Wa. 98362

Until requested otherwise, send all tax statements to (Name and Address):  
Albert Marzilli  
3900 Dry Creek Rd.  
Medford, Oregon 97504

\*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1256, Cover Sheet for Instrument to be Recorded, if you need additional space.

SPACE RESERVED  
FOR  
RECORDER'S USE

ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

THIS INDENTURE between Thornbird Investments  
hereinafter called the mortgagor, and Albert Marzilli and Marie J. Marzilli Husband & Wife  
hereinafter called the mortgagee; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the mortgagor, subject to the lien of a mortgage or trust deed recorded in the Records of the county hereinafter named, in ☐ book ☐ reel ☐ volume No. \_\_\_\_\_ on page \_\_\_\_\_, and/or as ☐ fee ☐ file ☒ instrument ☐ microfilm ☐ reception No. M05-61271 (indicate which), reference to those Records hereby being made, and the notes and indebtedness secured by the mortgage or trust deed are now owned by the mortgagee, on which notes and indebtedness there is now owing and unpaid the sum of \$220,000, the same being now in default and the mortgage or trust deed being now subject to immediate foreclosure; and whereas the mortgagor, being unable to pay the same, has requested the mortgagee to accept an absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the mortgage or trust deed, and the mortgagee does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter 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 mortgagor), the mortgagor does hereby grant, bargain, sell and convey unto the mortgagee and to mortgagee'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 (legal description of property):

\*NOTE: By accepting and recording this document, beneficiary and his assigns release any personal guarantees pertinent to the note and property described herein.

legal: The N 1/2 of lot 14, Block 2, SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM the East 5 feet thereof conveyed to Klamath County for read purpose by instrument recorded July 1, 1966 in Volume 362 at page 563, Deed Records of Klamath County, Oregon.

CODE 041 Map 3909-010DB TL 03100 KEY #545887

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$\_\_\_\_\_ (Here comply with ORS 93.030.)

(CONTINUED)

47Amf



To Have and to Hold the same unto the mortgagee and mortgagee's heirs, successors and assigns forever.

And the mortgagor, for mortgagor and mortgagor's heirs and legal representatives, does covenant to and with the mortgagee and mortgagee's heirs, successors and assigns, that the mortgagor is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) plus accrued property taxes and City assessments.

that the mortgagor 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 the premises to the mortgagee and all redemption rights which the mortgagor 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 mortgagee; that in executing this deed the mortgagor is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the mortgagee, or mortgagee's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the mortgagor, and that at this time there is no individual, business or other entity, other than the mortgagee, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, where the context so requires, the singular includes the plural, "mortgage" includes trust deed, "mortgagor" includes grantor, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the mortgagor has executed this instrument on April 3, 2012; any signature on behalf of a business or other entity is made with the authority of that entity.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

*Emilie Morantz, Pres.  
Shooshoof Investment Inc.*

*See Attached*

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon  
My commission expires \_\_\_\_\_

(DESCRIPTION CONTINUED)

STATE OF WASHINGTON. }  
County of CLALLAM } ss.

ACKNOWLEDGMENT - Corporate

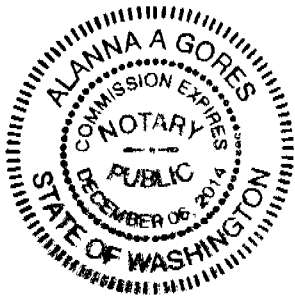
On this 3RD day of APRIL 2012, ~~PM~~ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EMILIE THORNTON

\_\_\_\_\_ and \_\_\_\_\_ to me known to be the  
(President) and \_\_\_\_\_ Secretary, respectively, of THORNBIRD INVESTMENTS INC.

\_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that SHE IS authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

**ALANNA A. GORES**



WA-46A (11/96)

Alanna A. Gores  
Notary Public in and for the State of Washington,  
residing at Port Angeles  
My appointment expires December 6, 2014

This jurat is page 3 of \_\_\_\_\_ and is attached to ESTOPPEL DEED dated APRIL 3RD 2012  
MORTGAGE OF TRUST DEED  
FOR OREGON STATE