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2012-004851

Klamath County, Oregon



00117820201200048510030032

05/08/2012 01:30:53 PM

Fee: \$47.00

John R. Duran and Michelle R. Duran  
P.O. Box 1660  
Keno, OR 97627

First Party's Name and Address

Harvey Edward Dunlap Jr. & Peggy Ann Dunlap  
22514 115th Street Court East  
Bonney Lake, WA 98391

Second Party's Name and Address

After recording, return to (Name, Address, Zip):

Harvey Edward Dunlap & Peggy Ann Dunlap  
22514 115th Street Court East  
Bonney Lake, WA 98391

SPACE RESE  
FOR  
RECORDER'S

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Harvey Edward Dunlap & Peggy Ann Dunlap  
22514 115th Street Court East  
Bonney Lake, WA 98391

By \_\_\_\_\_, Deputy.

### ESTOPPEL DEED MORTGAGE OR TRUST DEED

THIS INDENTURE between John R. Duran and Michelle R. Duran,  
hereinafter called the first party, and Harvey Edward Dunlap Jr. and Peggy Ann Dunlap,  
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 mortgage or trust deed recorded in the Records of the county hereinafter named, in ☒ book ☐ reel ☐ volume No. 2007 on page 19244, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. \_\_\_\_\_ (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 second party, on which notes and indebtedness there is now owing and unpaid the sum of \$47,500.00, 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;

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 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 County, State of Oregon, to-wit:

SEE EXHIBIT "A" Attached

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$47,500.00. (Here comply with ORS 93.030.)

(OVER)



TO HAVE AND TO HOLD the same unto the second party and 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 and second party's heirs, successors 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 (if none, so state) None

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 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 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 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 first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

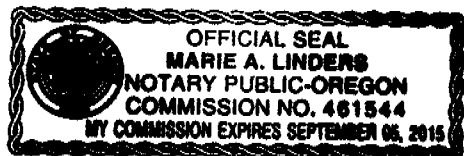
DATED May 8<sup>th</sup> 2012

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 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.

Michelle R. Duran  
Michelle R. Duran

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on May 8<sup>th</sup> 2012  
by John R. Duran  
This instrument was acknowledged before me on May 8<sup>th</sup> 2012  
by Michelle R. Duran  
as \_\_\_\_\_  
of \_\_\_\_\_

Marie A. Linders MARIE A. LINDERS  
Notary Public for Oregon  
My commission expires 09-05-2015



**Exhibit A**

**A part of Lots 21 and 22, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:**

**Beginning at a point 75 feet Southeasterly from the Southwest corner of Lot 23 of Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence Northeasterly along the lot lines of Lots 20 and 21 and at right angles with Martin Street 50 feet; thence Northwesterly and parallel with Martin Street 37 1/2 feet; thence Southwesterly and parallel with Oak Avenue 50 feet to the North line of Martin Street; thence Southeasterly along the North line of Martin Street 37 1/2 feet to the point of beginning.**

**CODE 001 MAP 3809-033AB TL 08200 KEY #418088**