

MTC 93667

BLL

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

2012-005866  
Klamath County, Oregon



00118985201200058660030038

05/30/2012 11:24:35 AM

Fee: \$47.00

SPACE RESERVED  
FOR  
RECORDER'S USE

Mortgagor's Name and Address\*

Mortgagee's Name and Address\*

After recording, return to (Name and Address):

Alvin E. Geerhart  
PO Box 734  
South Beach Or 97366

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

same as above

\*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1258, Cover Sheet for Instrument to be Recorded, if you need additional space.

MTC 93667

ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

THIS INDENTURE between JON T MARS AND SADIE E. MARS  
hereinafter called the mortgagor, and ALVIN GEERHART \*  
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. 0m03 on page 78453, 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 mortgagee, on which notes and indebtedness there is now owing and unpaid the sum of \$31,250., 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):

Lot 36 in Block 125 of KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT  
PLAT NO. 4, according to the official plat thereof on file in the office  
of the County Clerk of Klamath County, Oregon.

\* Bill Geerhart died June 26, 2006 and the Death certificate was recorded in Volume 2006 at page 016168, Microfilm Records of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$ 0 (Here comply with ORS 93.030.)

(CONTINUED)

4700



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) \_\_\_\_\_

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 May 22, 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.

*[Handwritten signature]*  
\_\_\_\_\_  
Jon T. Mars  
*[Handwritten signature]*  
\_\_\_\_\_  
Sadie E. Mars

California  
STATE OF OREGON, County of SAN JOAQUIN ) ss.  
This instrument was acknowledged before me on May 22, 2012  
by Jon T. Mars and Sadie E. Mars  
This instrument was acknowledged before me on LISAMARIE BRAYDEN  
by ON MAY 22 2012  
as \_\_\_\_\_  
of \_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public for Oregon California  
My commission expires APRIL 27, 2013



# Jurat

State of California

County of SAN JOAQUIN

Subscribed and sworn to (or affirmed) before me on this 22 day of MAY,  
2012 by JON MARS AND SADIE MARS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

ESTOPPEL DEED - FORM No. 240  
(Title or description of attached document)

MORTGAGE OR TRUST DEED  
(Title or description of attached document continued)

Number of Pages 2 Document Date MAY 22, 2012

CALIFORNIA STATE FORM  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document