

184
2009801

2012-014193

Klamath County, Oregon

12/21/2012 10:58:38 AM

Fee: \$57.00

First Party's Name & Address:

Earl D. Rightnour
Margaret R. Rightnour
745 Rose Street
Klamath Falls, OR 97601

Second Party's Name & Address:

Owen W. Macphee, Trustee
Neva K. MacPhee, Trustee
160 Brooke Lane
Grants Pass, OR 97527

After recording return to:

First American Title
1225 Crater Lake Ave., Ste 101
Medford, OR 97504

MAIL TAX STATEMENTS TO:

Owen W. MacPhee, Trustee
Neva K. MacPhee, Trustee
160 Brooke Lane
Grants Pass, OR 97527

CONSIDERATION: \$1.00

ESTOPPEL ASSIGNMENT DEED

THIS INDENTURE between EARL D. RIGHTNOUR and MARGARET R. RIGHTNOUR, hereinafter called the first party (assignor/grantor), and OWEN W. MACPHEE and NEVA K. MACPHEE, Trustees of the Owen MacPhee Family Trust , hereinafter called the second party (assignee/grantee);

WITNESSETH: Whereas, a vendees' interest in a Land Sale Contract hereinafter described, is vested in the first party, through that certain Land Sale Contract, recorded in the Official Records of the county hereinafter named, on August 4, 2011, as **Document No. #2011-008964**, Official Records of **Klamath** County, Oregon, reference to said records hereby being made, and the lender's interest is now owned by the second party, on which indebtedness there is now owing and unpaid the sum of approximately \$ 44,500., the same now being in default, and said Land Sale Contract 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 and assignment of conveyance of said vendees' interest, and the second party does now accede to said request.

57.00

First Party warrants that during the time period that the Property was possessed by first party, 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 (CERCLA), as amended, 42 USC §9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. First Party agrees to indemnify and hold Second Party harmless against any and all claims and losses resulting from a breach of this warranty.

NOW THEREFORE, for the consideration hereinafter stated the first party does hereby assign, grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of the vendee's interest in the above-described Land Sale Contract, and all of the following described real property situated in Josephine County, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A"

together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever.

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is the lawful owner of the vendees' interest in the above-described Land Sale Contract, and all of first party's interest in the above-described real property, free and clear of encumbrances except those described in **EXHIBIT "B"**; that the first party will warrant and forever defend the above-assigned granted premises, and every part and parcel thereof against the lawful claims and demand of all persons whomsoever, other than the liens above expressly excepted; that this Assignment 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 a Mortgage, Trust Deed or security of any kind; that possession of said premises hereby is surrendered and delivered to said second party, subject to the rights of the existing month-to-month tenants; 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, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$1.00, and cancellation of debt due under the above-described Land Sale Contract, and below-stated forbearance agreement.

Grantee may retain all payments previously made on the secured debt with no duty to account therefor.

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 as 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.

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.

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, OF 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, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

DATED this 17 day of December, 2012.

Earl D. Rightnour
EARL D. RIGHTNOUR

Margaret R. Rightnour
MARGARET R. RIGHTNOUR

STATE OF OREGON, County of

)ss.

This instrument was acknowledged before me on December 17, 2012, by EARL D. RIGHTNOUR

Before me:

See attached

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON, County of

)ss.

This instrument was acknowledged before me on December ____, 2012, by
MARGARET R. RIGHTNOUR

Before me:

Notary Public for Oregon

My commission expires: _____

EXHIBIT "A"

South ½ of Lot 3, Block 1, SHIVES ADDITION TO THE CITY OF KLAMATH
FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath
Falls, OR

TOGETHER WITH all of Vendees' interest in that certain Land Sale Contract recorded
on August 4, 2011, as Document No. 2011-008964, in the official records of Klamath
County, OR.

EXHIBIT "B"

NONE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

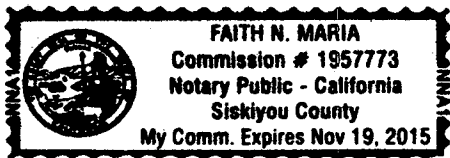
CIVIL CODE § 1189

State of California

County of Siskiyou

On 12-17-2012 before me, Faith N. Maria, Notary Public

personally appeared Earl D. Rightnow and Margaret R. Rightnow



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Faith N. Maria
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Estoppel Assignment Deed

Document Date: 12-17-12 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <div style="border: 1px solid black; padding: 2px; text-align: center;"> RIGHT THUMBPRINT OF SIGNER
 Top of thumb here </div> | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <div style="border: 1px solid black; padding: 2px; text-align: center;"> RIGHT THUMBPRINT OF SIGNER
 Top of thumb here </div> |
|---|--|---|--|

Signer Is Representing: _____