

Matthew T. Parks and Deanna Parks

2013-013800

Klamath County, Oregon

First Party



12/17/2013 02:39:48 PM

Fee: \$47.00

Kenneth L. Dencer and Patricia A. Dencer
Trustees of the Dencer Family Trust
PO Box 696
Merrill, OR 97633

Second Party

After recording return to: Second Party

Until a change is
requested, all tax statements
shall be sent to the following address: SAME

ESTOPPEL DEED

THIS INDENTURE between Matthew T. Parks and Deanna Parks, hereinafter called the first party, and DMR ENTERPRISES, LLC, husband and Kenneth L. Dencer and Patricia A. Dencer, Trustees of the Dencer Family Trust, hereinafter called the second party. 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 mortgage records of the county hereinafter named, in Volume No. 2006, at page 023456 of the Deed Records of Klamath County, Oregon thereof, reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is owing and unpaid the sum of \$202,652.78, together with interest and fees, the same being now in default and said 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 said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request.

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and 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, his heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

The real property that is subject to this action is legally described as follows:

Lots 5, 6, 7 and 8, Block 5, TOWNSITE OF CLINTON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH an appurtenant easement recorded on March 9, 2004 in Volume M04 Page 13571, and re-recorded as 2006-23161, records of Klamath County, Oregon.

together with all of 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 lawfully seized in fee simple of said property, free and clear of incumbrances except said mortgage or trust deed; 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

Michael Spencer
Returned @ County

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 other creditors of the first party and that at the 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 \$202,652.78 and the agreement of the second party that the first party may remain as tenants without payment of rent through January 31, 2014 and the agreement of the first party that they will vacate the subject property no later than January 31, 2014 and return the property in good condition to the second party.

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 required, 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 individuals.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is 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.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

THIS INSTRUMENT WILL 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 APPROVED USES.

Matthew T. Parks

Deanna Parks



STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 6th day of December, 2013 by Matthew T. Parks and Deanna Parks.

(SEAL)



Before me: Kay Heath
Notary Public for Oregon

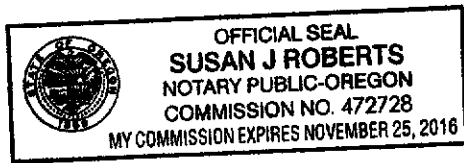
My Commission Expires: 10-27-14

NOTARY CERTIFICATE

This Notary Certificate is attached to Estoppel Deed, Matthew T. Parks and Deanna Parks as First Party and Kenneth L. Dencer and Patricia A. Dencer, Trustees of the Dencer Family Trust as Second Party.

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 13th day of December, 2013 by Matthew T. Parks.



Before me: Susan J Roberts
Notary Public for Oregon
My Commission Expires: 11/25/16

ATTACHED TO ESTOPPEL DEED, SIGNED BY MATTHEW T. PARKS ON
DECEMBER 13, 2013, TWO PAGES

