

2014-001143

Klamath County, Oregon



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02/10/2014 12:24:54 PM

Fee: \$47.00

Susan M. Evans, AKA Marjorie Susan Evans
P.O. Box 217
Keno, OR 97627
Grantor

Linda A. Kenyon,
5443 Sherwood Drive
Klamath Falls, OR 97603
Grantee

After Recording return to:
Linda A. Kenyon
Grantee

Send Tax Statements to:
Linda A. Kenyon

ESTOPPEL DEED (NON-MERGER)

Susan M. Evans, (Grantor) conveys to Linda A. Kenyon, (Grantee), the following described real property (the "Property"), together with all Grantor's right, title, and interest in any land sale contract, trust deed or lease option agreement involving the Property. Grantor is the owner of the Property free and clear of all encumbrances except for the Trust Deed described below.

Grantor executed and delivered to Grantee a Trust Deed dated August 31, 2005 and recorded on September 9, 2005 in the mortgage records of Klamath County, State of Oregon, in Volume No. M05, at page 063897 of the Microfilm Records of Klamath County, Oregon thereof, to secure payment of a Promissory Note in the sum of \$50,000.00. The Note and Trust Deed are in default and said Trust Deed being now subject to immediate foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this "Deed") and waiver of the right to collect against Grantor on the Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

Grantor warrants for herself and her heirs and legal representatives, does covenant to and with Grantee, her heirs, successors and assigns, that Grantor is lawfully seized in fee simple of said property, free and clear of encumbrances; that Grantor 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. This Deed is intended as a conveyance absolute in legal effect. As well as in form, of the title to the Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the foreclosure of the Trust Deed. That in executing this deed Grantor is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by Grantee, or Grantee's representatives, agents or attorneys. Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate to or attach to the property.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any controlled substances or hazardous substance as those terms are defined in the Comprehensive Environmental Response, Compensation and liability Act of 1980 (CERCLA), as amended, 42 USC section 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. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of warranty.

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any claim, interest, or lien on the Property.

Grantor does hereby grant, bargain, sell and convey unto the second party, her heirs, successors and assigns, all of

Returned @ County

the following described real property situate in Klamath County, State of Oregon, to-wit:

Lot 5, Block 1, TRACT 1189 MISTY MOUNTAIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, State of Oregon.

MAP 4007-001AO-01600-000

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

IN WITNESS WHEREOF, the Grantor 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.

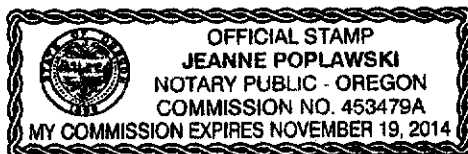
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 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.

Susan M. Evans
Susan M. Evans

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 8 day of February, 2014 by Susan M. Evans.

(SEAL)



Before me: Jeanne Poplawski
Notary Public for OREGON
My Commissioner Expires: November 19, 2014

Poplawski 2/8/14