

2014-009924

Klamath County, Oregon

09/24/2014 02:48:45 PM

Fee: \$52.00

BLL

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELE

AmeriTitle

MTC

Mortgagor's Name and Address*

Henry Penn / Eli Property
65715 Mariposa Lane
Bend, OR 97701

Mortgagee's Name and Address*

After recording, return to (Name and Address):

Henry Penn / Eli Property
65715 Mariposa Lane
Bend, OR 97701SPACE RESERVED
FOR
RECORDER'S USE

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

Henry Penn / Eli Property
65715 Mariposa Lane
Bend, OR 97701

*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1256 Cover Sheet for Instrument to be Recorded, if you need additional space.

ESTOPPEL DEED
MORTGAGE OR TRUST DEED

THIS INDENTURE between **CHRISTOPHER L. DUEHRING AND LISA A DUEHRING**,
hereinafter called the mortgagor, and **ELI PROPERTY COMPANY, INC., A CALIFORNIA CORPORATION**,
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. **M04** on page **69406**, 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 **\$67,113.90**, 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 5 Tract 1287 AGENCY LAKE RANCHES

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$ in lieu of (Here comply with ORS 93.030.)
foreclosure

(CONTINUED)



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) except none

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 September 2014; 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.

Christopher L. Duehring

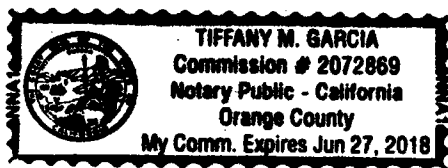
Lisa A. Duehring

California

STATE OF ~~OREGON~~, County of Orange) ss.

This instrument was acknowledged before me on September 19, 2014
by Tiffany M. Garcia Lisa A. Duehring JW

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Tiffany M. Garcia
Notary Public for Orange California
My commission expires June 27, 2018

(DESCRIPTION CONTINUED)



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) **except none**

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 September 23 2014; 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.

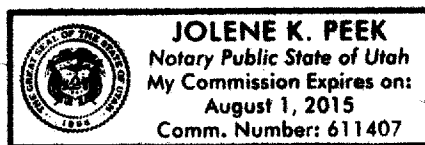
Christopher L. Duehring

Lisa A. Duehring

~~California~~ Utah
STATE OF ~~OREGON~~, County of Salt Lake ss.

This instrument was acknowledged before me on Sept 23, 2014
by Christopher L. Duehring

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Jolene K. Peek
Notary Public for ~~Oregon~~ State of Utah
My commission expires Aug 1, 2015

(DESCRIPTION CONTINUED)