

2014-012007

Klamath County, Oregon

Ben Jean Gilman  
Grantor

Quinn Jackson  
Victoria Taylor  
6719 Beckton Avenue  
Klamath Falls, OR 97603  
Grantee



00161637201400120070020023

11/18/2014 09:07:03 AM

Fee: \$47.00

After Recording return to:  
Grantee

Send Tax Statements to:  
Grantee

### ESTOPPEL DEED (Nonmerger)

BEN JEAN GILMAN, (Grantor), conveys to QUINN JACKSON and VICTORI TAYLOR, (Grantee), the following 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 those set forth on the attached Exhibit A.

Grantor's executed and delivered to Grantee's a Trust Deed dated July 9, 2014 and recorded on July 10, 2014 in the mortgage records of Klamath County, State of Oregon, in Volume 2014, at page 007238 of the Microfilm Records of Klamath County, Oregon thereof, to secure payment of a Promissory Note in the sum of \$90,000.00. The Note and Trust Deed are in default and said Trust Deed is 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.

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.

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 hereinafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest or lien on the property.

Grantor does hereby grant, bargain, sell and convey unto the second party, their heirs, successors and assigns, all the following described real property situate in Klamath County, State of Oregon, to wit:

LOT 34 in BLOCK 3 of Tract 1046, ROUND LAKE ESTATE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Property ID No.: R494263  
CODE MAP 3908-007DA 04000-000

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

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 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 this warranty.

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.

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.

Dated this 6<sup>TH</sup> day of November, 2014.

Ben Jean Gilman

Ben Jean Gilman

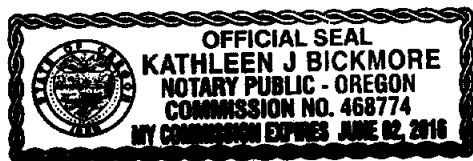
STATE OF OREGON )

) ss.

County of Klamath )

The foregoing instrument was acknowledged before me this 6 day of Nov, 2014 by Ben Jean Gilman.

(S E A L)



Before me: Kathleen Bickmore  
Notary Public for Oregon  
My Commissioner Expires: June 2, 2016