

18 2411005  
Send tax statements to:

Rick DeJager  
785 NE Dogwood Lane  
Madras, OR 97741

2015-011128  
Klamath County, Oregon  
10/09/2015 09:24:51 AM  
Fee: \$57.00

After recording return to:

Donald V. Reeder  
205 SE 5<sup>th</sup> Street  
Madras, OR 97741

The true consideration for this deed is Grantee effecting a satisfaction of Grantor's obligations to Grantee which are in default and subject to foreclosure.

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**ESTOPPEL DEED IN LIEU OF FORECLOSURE  
(Non-Merger)**

**ROBERT C. PRINGLE**, Grantor, conveys and warrants to **R. L. DeJAGER**, Grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Lot 10, Block 4, Tract No. 1027, Mt. Scott Meadow, Klamath County, Oregon, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

A.k.a. Map and Tax Lot No. R-3107-001A0-01000

A.k.a. Property I.D. No. R80236

Grantor covenants that this Deed is absolute in effect and conveys any and all right, title and interest that the Grantor may have in the premises above described to the Grantee whether arising from that certain Contract of Sale as disclosed by Memorandum of Agreement between Landgoal, LLC, Vendor, and Robert C. Pringle, Vendee. Said Memorandum was dated September 19, 2003, and recorded September 25, 2003, in the Klamath County Records in Vol. No. M03, Page 71410. Vendor's interest in said Contract of Sale was assigned to R. L. DeJager by Assignment of Contract and Warranty Deed, dated November 5, 2003, recorded November 18, 2003, in the Klamath County Records, in Vol. No. M03, Page 85161, or any interest held otherwise by Grantor. This Deed does not operate as a mortgage, trust conveyance, or security of any kind. Grantor waives, surrenders and relinquishes any equity of redemption and statutory right of redemption which Grantor may have in connection with the property and said Contract of Sale.

Grantor is the owner of the vendee's interest in said Contract of Sale. This Deed also assigns the vendee's in the Contract of Sale to the Grantee from the Grantor.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under any duress, undue influence or misrepresentation of Grantee, their agent or attorney or any other person. Grantor acknowledges that this Deed was prepared by Grantee's (R. L. DeJager) attorney and that this Deed affects important legal rights and that he should obtain his own legal representation, and that he has had ample time and opportunity to have this Deed reviewed by his counsel.

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

This Deed shall not be deemed accepted until signed by Grantee and recorded.

By acceptance of this Deed, Grantee agrees that Grantee shall forbear taking action to collect against Grantor on the Contract of Sale, except to pursue the remedies allowed by the Contract of Sale, including foreclosure, and that in any proceeding to foreclose the Contract of Sale all rights against individuals or entities other than Grantor are reserved and not waived. Grantee does not expressly or impliedly agree to assume or pay any contract or agreement balances, liens, debts, charges or obligations which relate to or attach to the property.

Grantee shall retain any and all sums paid pursuant to the terms of the above described Contract of Sale as the reasonable rental value of the premises without any right of recompense or return whatsoever and in no way is this Deed to be treated as a rescission of the Contract of Sale such that the Grantor would be entitled to any repayment.

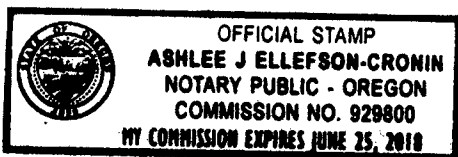
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, and sections 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 21<sup>st</sup> day of September, 2015.

Robert C. Pringle  
ROBERT C. PRINGLE, Grantor

STATE OF OREGON       )  
                                  ) ss.  
County of Jackson    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2015, by ROBERT C. PRINGLE, Grantor.



A. Ellefson-Cronin  
Notary Public for Oregon  
My Commission Expires: 06/25/2018

ACCEPTANCE

The above Deed is hereby accepted by R. L. DeJAGER, Grantee.

R. L. DeJager  
R. L. DeJAGER, Grantee

STATE OF OREGON       )  
                                  ) ss  
County of Jefferson    )

Subscribed and sworn to before me this 30<sup>th</sup> day of September, 2015,  
by R. L. DeJAGER, Grantee.



Katherine Lisa Fox  
Notary Public for Oregon  
My Commission Expires: 11-12-2018