



2016-013540
Klamath County, Oregon
12/20/2016 10:35:00 AM
Fee: \$47.00

FIRST PARTY NAME AND ADDRESS:

Kenneth E. Godwin
4273 Bristol Avenue
Klamath Falls, OR 97603

SECOND PARTY NAME AND ADDRESS:

Keith E. McClung
P.O. Box 7659
Klamath Falls, OR 97601

AFTER RECORDING RETURN TO:

Neal G. Buchanan, Attorney
435 Oak Avenue
Klamath Falls, OR 97601

UNTIL A CHANGE IS REQUESTED

SEND TAX STATEMENTS TO:

SECOND PARTY

ESTOPPEL DEED

THIS INDENTURE between **Kenneth E. Godwin**, hereinafter called the First Party, and **Keith E. McClung**, hereinafter called the Second Party;

WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the First Party (as survivorship tenant and heir of Guadalupe S. Godwin, deceased as evidenced by Klamath County Circuit Court Case No. 16PB06749, and the death certificate filed therewith), subject to the lien of a Trust Deed (securing Promissory Note), such Trust Deed recorded in the mortgage records of Klamath County, Oregon, at 2009-000651; reference to said records hereby being made, and the indebtedness secured by said Trust Deed and Promissory Note are now owned by the Second Party, on which indebtedness there is now owing and unpaid the sum of \$83,425.12 together with interest on said sum at the rate of 7.5% per annum from August 3, 2016, together with Trustee's and Attorney's fees, and other costs as provided for by the provisions of the Trust Deed, the same being now in default and said Trust Deed being now subject to immediate foreclosure.

NOW, THEREFORE, for the consideration hereinafter stated (which included the cancellation of the indebtedness secured by said Trust Deed), the First Party does hereby grant, bargain, sell and convey unto the Second Party, his heirs, successors and assigns, all of that certain real property situate in Klamath County, State of Oregon legally described as follows, to-wit:

The Southerly 150 feet of the Westerly 100 feet of Lot 6, PIEDMONT HEIGHTS, EXCEPT that portion of said Lot 6, if any, as in deed recorded February 27, 1964, in Book 351 at page 302 from Phair to Keely, and in deed recorded December 23, 1963, in Book 350 at page 61 from Phair to McElvain.

Also encumbers a certain Kirkwood Mobile Home bearing Home ID Number 182501 Plate Number X104370

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which the whole consideration, being in lieu of foreclosure.

TO HAVE AND TO HOLD the same unto said Second Party, Second Party's heirs, successors and assigns forever.

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

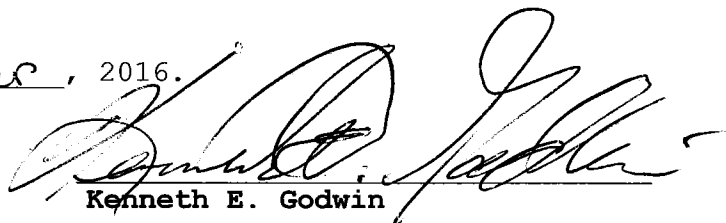
of said premises hereby is surrendered and delivered to said Second Party; that in executing this deed the First Party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the Second Party, or Second Party's representatives, agents or attorneys; that this deed is not given as a preference over the creditors of the First Party and that at this 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.

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 requires, 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 to individuals.

"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 AND 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS, 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS, 2010."

IN WITNESS WHEREOF, the First Party above named has executed this instrument; if First Party is a 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.

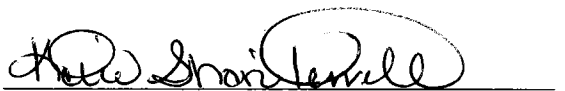
Dated the 19th day December, 2016.


Kenneth E. Godwin

STATE OF OREGON, County of Wiamoth) ss.

This instrument was acknowledged before me on the 19th day December, 2016, by **Kenneth E. Godwin**.




NOTARY PUBLIC FOR OREGON
My commission expires: 4-20-2019