

2016-013655

Klamath County, Oregon

BLL

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED



00196874201600136550030031

12/22/2016 01:19:38 PM

Fee: \$52.00

SPACE RESERVED
FOR
RECORDER'S USE

Artner Development, LLC

67 Fairway Circle

Medford, OR 97504

Mortgagor's Name and Address*

Tony Nieto and Tory Nieto

34 W. Foothill Road

Medford, OR 97504

Mortgagee's Name and Address*

After recording, return to (Name and Address):

Tony Nieto and Tory Nieto

34 S. Foothill Road

Medford, OR 97504

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

Tony Nieto and Tory Nieto

34 S. Foothill Road

Medford, OR 97504

*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 ARTNER DEVELOPMENT, LLC,
hereinafter called the mortgagor, and TONY NIETO AND TORY NIETO,
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. 2007 on page 7612, 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 \$ 525,000.00, 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):

See Attached Exhibit "A" for Legal Description

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$ -0- (Here comply with ORS 93.030.)

(CONTINUED)

Eric Artner
Returned at Counter



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) 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 November 28, 2016; 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.

Artner Development, LLC

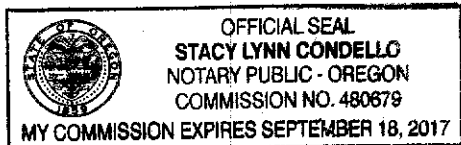
By: [Signature]

By: [Signature]

STATE OF OREGON, County of Jackson

This instrument was acknowledged before me on NOVEMBER 28, 2016 ss. slc

by Eric Artner and Lisa Artner
as Members
of Artner Development, LLC



Stacy Condello
Notary Public for Oregon
My commission expires 11/23/18 9/18/2017

(DESCRIPTION CONTINUED)

**** Exhibit "A" ****

The E1/2 of the NW1/4 of the NW1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the N1/2 of the following described property: Beginning at a 5/8" iron rod on the North South centerline of the Northwest 1/4 of said Section 7 from which the West 1/16 corner common to Sections 6 and 7 bears North 00°25'50" West, 465.26 feet; thence North 89°31'16" West 208.74 feet to a 5/8 iron rod; thence South 00°25'50" East, 834.84 feet to a 5/8" iron rod; thence South 89°31'16" East, 208.74 feet to a 5/8" iron rod; thence North 00°25'50" West, 834.84 feet to the point of beginning.

RESERVING an easement for ingress and egress over the Easterly 30 feet of the S1/2 E1/2 NW1/4 NW1/4 of Section 7, Township 39 South, Range 9 E.W.M.

APN: 696875

APN: 795866