

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
7632 SW Durham Road, #350  
Tigard, OR 97224  
S&S #: 17-120061

2017-005372  
Klamath County, Oregon  
05/16/2017 01:35:00 PM  
Fee: \$52.00

## ESTOPPEL DEED

THIS INDENTURE between Justin J. Dowling and Jennifer F. Dowling, as tenants by the entirety, hereinafter called the first party, and Wilmington Savings Fund Society, FSB, as trustee for Upland Mortgage Loan Trust A, hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county herein after named, as Instrument No. 2011-003802 thereof, reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$173,888.96, the same being now in default and said mortgage or trust deed now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request.

NOW, THEREFORE, for the consideration herein after stated, the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successor and assigns all of the following described real property situate in Klamath County, State of Oregon, to-wit:

Lot 40 in Block 3 of FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the officer of the County Clerk of Klamath County, Oregon.  
more commonly known as: 5401 Gatewood Drive, Klamath Falls, OR 97603

together with all of the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever.

SEND FUTURE TAX STATEMENTS TO:

CONSIDERATION AMOUNT:\$10.00

Carrington Mortgage Services LLC 1600 South Douglass Road, #200-A Anaheim, CA 92806	
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And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of encumbrances except said mortgage or trust deed and further except covenants, conditions, restrictions and easements of record; that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demand 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 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 the second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that it is not the intention of the parties to merge the fee with the lien, the lien is to remain in favor of the lender 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.

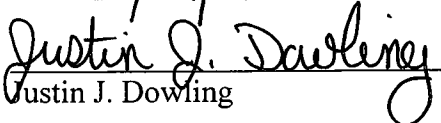
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10.00.

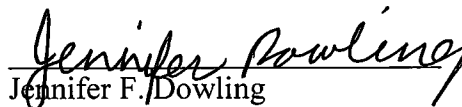
However, the actual consideration of includes other property or value given or promised which is the whole consideration.

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.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if the first party is a corporation, it has caused its corporate named to be signed hereto and its corporate seal affixed by it officers duly authorized thereunto by order of its Board of Directors.

Dated 3/29/17

  
Justin J. Dowling

  
Jennifer F. Dowling

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORSs 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.

STATE OF OREGON                    )  
  ) SS.  
County of Klamath                    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March 2017 by Justin J. Dowling.



Teresa Louise Bice  
Notary Public for Oregon  
My commission expires: April 19, 2019

STATE OF OREGON                    )  
  ) SS.  
County of Klamath                    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March 2017 by Jennifer F. Dowling.



Teresa Louise Bice  
Notary Public for Oregon  
My commission expires: April 19, 2019

Loan #: XXXXXX7747  
S&S 17-120061