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NO PART OF ANY STEVENS-NESS FORM MAY BE REP

2019-001673

Klamath County, Oregon



00236026201900016730020029

02/22/2019 11:37:12 AM

Fee: \$87.00

KEVIN J. ROGERS
Wendy D. ROGERS

Buyer's Name and Address*

JERRY O ANDERSON
ELIZABETH A. ANDERSON

Seller's Name and Address*

After recording, return to (Name and Address):

JERRY ANDERSON
8058.0 TAMMARA ST.
EAGLE, ID, 83616

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

Same

SPACE RESERVED
FOR
RECORDER'S USE

*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
REAL ESTATE CONTRACT

THIS INDENTURE between KEVIN J. ROGERS + Wendy D. ROGERS
hereinafter called the buyer, and JERRY O ANDERSON + ELIZABETH A. ANDERSON
hereinafter called the seller; WITNESSETH:

Reference is made to that certain contract for the sale of real estate (the "Contract") between the buyer and the seller, which Contract, or a memorandum thereof, was recorded in the Records of the county hereinafter named, in ☐ book ☐ reel ☐ volume No. _____ on page _____, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. _____ (indicate which). The total unpaid indebtedness presently secured by the Contract is the sum of \$113,704.75. The same is now in default, and the Contract is now subject to immediate foreclosure; and whereas the buyer, being unable to pay the same, has requested the seller to accept an absolute deed of conveyance of the buyer's present interest in the property in satisfaction of the indebtedness secured by the Contract, and the seller does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the Contract and the indebtedness secured thereby), the buyer does hereby grant, bargain, sell and convey unto the seller and to seller's heirs, successors and assigns, all of the buyer's interest in and to the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in _____ County, State of Oregon (legal description of property):

6453 SUMMERS AVE.
KLAMATH FALLS, OR

R. 3909 - 001BD - 00600-00 P.B. 22-06 PARCEL 1

TWP 39 Range 9

Block - Sec. 1 Lot - 1 INC. PLOT 3-08

~~BALANCE DUE ON MORTGAGE \$67,500.00~~ (113)

LATE PAYMENTS WITH KEVIN STILL LEAVING
\$4136.58 IN
IN HAND - ~~5000~~ (NO LATE PAYMENT PENALTIES)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration for this conveyance is \$113,704.75. (Here comply with ORS 93.030.) _____

(CONTINUED)



To Have and to Hold the same unto the seller and seller's heirs, successors and assigns forever.

And the buyer, for buyer and buyer's heirs and legal representatives, does covenant to and with the seller and seller's heirs, successors and assigns that the buyer's interest in both the Contract and the property itself is free and clear of encumbrances except as created by the Contract and not otherwise except (if none, so state) _____

that the buyer 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 as above expressly excepted; that this deed is intended to restore full legal and equitable title to the seller, including all redemption rights which the buyer may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises is hereby surrendered and delivered to the seller; that in executing this deed the buyer is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the seller, or seller's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the buyer and that at this time there is no individual, business or other entity, other than the seller, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

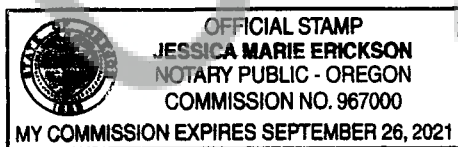
In construing this instrument, where the context so requires, the singular includes the plural, the word "buyer" includes buyer's successor in interest or assignee, if any, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the buyer has executed this instrument on _____; 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.

Wendy Rogers

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on March 2nd 2018,
 by Karen & Wendy Rogers
 This instrument was acknowledged before me on March 2nd 2018,
 by Karen & Wendy Rogers
 as Notary Public
 of State of Oregon



Jessica Marie Erickson
 Notary Public for Oregon
 My commission expires Sept 26, 2021

(DESCRIPTION CONTINUED)