

**2019-014068**

**Klamath County, Oregon**

**12/04/2019 11:25:01 AM**

**Fee: \$102.00**

**FIRST PARTY NAME AND ADDRESS:**

Patrick R Leal Jr.  
Individually and as Claiming  
Successor of the Estate of  
Patrick Eugene Leal  
318 E 21st Street

Tracy, CA 95376

**SECOND PARTY NAME AND ADDRESS:**

William R. Wohrman and Janice C.  
Wohrman, Trustees of the Wohrman  
Family Revocable Living Trust  
969 Fish Hatchery Road  
Grants Pass, Oregon 97527

**AFTER RECORDING RETURN TO:**

Neal G. Buchanan  
435 Oak Avenue  
Klamath Falls, Oregon 97601

**SEND TAX STATEMENTS TO:**

Second Party

**ESTOPPEL DEED**

THIS INDENTURE between **PATRICK R. LEAL JR. Individually and as CLAIMING SUCCESSOR OF THE ESTATE OF PATRICK EUGENE LEAL, KLAMATH COUNTY CIRCUIT COURT CASE NO. 19PB04239**, hereinafter called the first party, and **WILLIAM R. WOHRMAN and JANICE C. WOHRMAN, TRUSTEES OF THE WOHRMAN FAMILY REVOCABLE LIVING TRUST**, 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 sole heir of the Estate of **PATRICK EUGENE LEAL**, subject to the lien of a Trust Deed (securing Promissory Note), such Trust Deed recorded in the mortgage records of Klamath County, Oregon, in M06-09044; 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 \$72,000.00, 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, its heirs, successors and assigns, all of that certain real property situate in Klamath County, State of Oregon legally described as follows, to-wit:

The South 40 feet of Lots 646 and 647 in Block 119, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3809-033DA-03800-000      Key No. 614320

Consideration is \$-0-

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.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party, second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of all encumbrances whatsoever; that the first party 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 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.

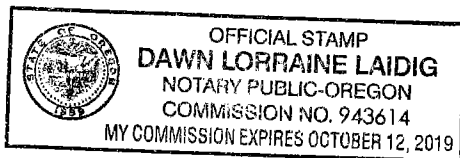
Dated the 8th day of October, 2019.

Patrick R Leal Jr.  
Patrick R Leal Jr., Individually  
and as Claiming Successor of the  
Estate of Patrick Eugene Leal

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 8th day of October, 2019, by Patrick R. Leal Jr., Claiming Successor of the Estate of Patrick Eugene Leal as First Party.

[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission expires: 10/12/19



## AFFIDAVIT AND ESTOPPEL CERTIFICATE

(Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath: ss:

I, PATRICK R. LEAL, JR , being first duly sworn, depose and say that:


(1) I am the Claiming Successor of the estate of PATRICK (Eugene) LEAL, and the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to WILLIAM R. WOHRMAN and JANICE C. WOHRMAN, TRUSTEES OF THE WOHRMAN FAMILY REVOCABLE LIVING TRUST, (herein "the Grantee") dated the 28<sup>th</sup> day of October, 2019, recorded on the \_\_\_\_ day of \_\_\_\_\_, 2019 at 2019-\_\_\_\_\_ records of the Clerk of Klamath County, Oregon, conveying the following described property (herein "the Property"), to wit:

The South 40 feet of Lots 646 and 647 in Block 119, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ,according to the official plat thereof on file with the Clerk of Klamath County, Oregon.

- (2) I make this Affidavit for and on behalf of Grantor pursuant to appropriate resolution that duly authorized the Deed.
- (3) The Deed is intended to be and is an absolute conveyance of the title to the Property to WILLIAM R. WOHRMAN and JANICE C. WOHRMAN, TRUSTEES OF THE WOHRMAN FAMILY REVOCABLE LIVING TRUST and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt subject of a trust deed (herein "the Trust Deed"), and promissory note dated April 28, 2006 and signed May 5, 2006 and recorded May 8, 2006 at M-06 09044 records of Klamath County, Oregon . At the time of making the Deed, the deceased, PATRICK LEAL, was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value for the Property.
- (4) This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.
- (5) That In the execution and delivery of the Deed, affiant was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress.
- (6) That the aforesaid deed was not given as a preference against any other creditor; that at the time it was given there was no other person or persons, firms or corporations, other than WILLIAM R. WOHRMAN and JANICE C. WOHRMAN, TRUSTEES OF THE WOHRMAN FAMILY REVOCABLE LIVING TRUST, who have an interest, either directly or indirectly, in said premise; that this deponent is solvent and has no

other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

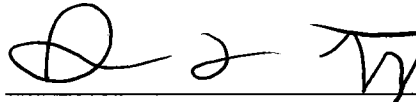
- (7) That I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have had against WILLIAM R. WOHRMAN and JANICE C. WOHRMAN, TRUSTEES OF THE WOHRMAN FAMILY REVOCABLE LIVING TRUST, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants and/or shareholders.
- (8) The undersigned affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the facts and representations contained in this Affidavit and Estoppel Certificate.
- (9) The undersigned affiant has executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.



PATRICK R. LEAL, JR., individually and as Claiming  
Successor of the estate of PATRICK EUGENE LEAL

STATE OF OREGON     ) ss.  
County of Klamath     )

SUBSCRIBED AND SWORN TO before me this 8th day of October, 2019, by PATRICK R. LEAL, JR., Individually and as Claiming Successor of the estate of PATRICK LEAL aka PATRICK EUGENE LEAL,



Notary Public for Oregon

My commission expires:

10/12/19