

87312

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DEED IN LIEU OF FORECLOSURE

This agreement, made and entered into this 24 day of August, 1987, by and between DAVID D. FOLMAR, hereinafter referred to as "Debtor", and JOHN S. BILLINGS TRUST, hereinafter referred to as "Creditor";

W I T N E S S E T H :

WHEREAS, the title to the real property hereinafter described is vested in Debtor subject to the lien of a Trust Deed recorded in the Official Records of Klamath County, Oregon, in Volume No. M87 on pages 7536 and 7537 as Instrument No. 74144 on the 4th day of May, 1987; and

WHEREAS, the notes and indebtedness secured by said instrument are now held by Creditor, concerning which there is now owing and unpaid the sum of \$16,500.00 together with interest thereon at the rate of ten percent (10%) per annum from May 4, 1987 until paid; Debtor now being in default and said instrument being now subject to immediate foreclosure; and

WHEREAS, Debtor is unable to pay same and has requested that Creditor accept this absolute deed of conveyance of said property in full satisfaction of the indebtedness secured by said instrument;

NOW THEREFORE, in consideration of Creditor's cancellation of the notes and indebtedness secured by said instrument, the surrender thereof marked "Paid in Full", and a release of any deficiency, Debtor does hereby grant, bargain, sell, and convey unto Creditor all of the real property situated in Klamath County, State of Oregon described as:

The North one-half of Lot 11, Block 8, PLEASANT VIEW TRACTS, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the Easterly 5 feet thereof, conveyed for road purposes.

Debtor does hereby covenant to and with Creditor that he is in title to the subject real property and title is free and clear of all encumbrances excepting the subject instrument.

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Debtor does warrant and agrees to forever defend Creditor against the lawful claims and demands of all persons except as above-mentioned. It is agreed that this deed is intended as a conveyance, absolute in legal effect, and that it includes all redemption rights which Debtor may have in the subject real property. This deed is not a mortgage, trust deed, or security of any sort.

It is further agreed that possession of the subject real property is hereby surrendered and delivered unto Creditor and that Debtor is not acting under any misapprehension as to the effect of this agreement or under any duress, undue influence, or misrepresentation of any person. Neither is this deed given as a preference over any other creditors of Debtor and Debtor warrants that no person, partnership, or corporation holds any interest in the subject real property except as is mentioned herein.

This conveyance shall not constitute a merger, respecting the above instrument, nor adversely affect Creditor's priority with respect to junior lienholders, known or unknown, with reference to the subject real property.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

This Deed was prepared on behalf of Creditor.

IN WITNESS WHEREOF, Debtor hereby executes this Deed on the date above-mentioned.

David D. Folmar

STATE OF OREGON)

CLATSOP)
COUNTY OF KLAMATH)

Personally appeared the above-named DAVID D. FOLMAR and acknowledged the foregoing instrument to be a voluntary act.
Before me:

W. W. Peery
Notary Public for Oregon
My Commission Expires: July 10, 1988

Mail Tax Statements to:

John Billings Trust
1140 Jackson Rd.
Ashland, Oregon 97520

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Return to:
LAW OFFICES OF
DAVIS, AINSWORTH, PINNOCK, DAVIS & GILSTRAP, P. C.
515 EAST MAIN STREET
ASHLAND, OREGON 97520
(503) 482-3111

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 28th day of August A.D., 19 87 at 11:13 o'clock A.M., and duly recorded in Vol. M87 of Deeds on Page 15592.

FEE \$14.00

Evelyn Biehn, County Clerk
By [Signature]