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Aspen 31873
DEED IN LIEU OF FORECLOSURE

Vol 1788 Page 6627

KNOW ALL MEN BY THESE PRESENTS, that Tawny R. Houser, hereinafter referred to as Grantor, for the consideration hereinafter stated, does hereby grant, convey and warrant unto Martin Sloan Hall, hereinafter referred to as Grantee, and unto said Grantee's successors and assigns all of that real property with the tenements, hereditaments and appurtenances thereto belonging on or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows:

The North one-half of the North one-half of the North one-half of the Northwest quarter of the Southeast quarter of Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, AND the Northwest one-quarter of the Northwest one-quarter of the Southeast one-quarter of the North east one-quarter; the South one-half of the North one-half of the Southeast one-quarter of the Northeast one-quarter; the Northeast one-quarter of the Northeast quarter of the Southeast one-quarter of the Northeast one-quarter, all in Section 5, Township 36 South, Range 11 East of the Willamette Meridian, in Klamath County, Oregon

To have and to hold the same unto the said Grantee and Grantee's assigns and successors forever.

This Deed is absolute in effect and conveys fee simple title of the premises above-described to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

This Deed does not effect a merger of the fee ownership and the lien of the trust deed described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance of this Deed, Grantee covenants and agrees that he shall forever forbear taking any action whatsoever to

collect against Grantor on the promissory note which is secured by the Trust Deed described below, other than by foreclosure of that Trust Deed, and that in any proceeding to foreclose that Trust Deed he shall not seek, obtain or permit a deficiency judgment against Grantor, his heirs or assigns, such rights and remedies being hereby waived.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and the Trust Deed described above.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under any duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person.

The true and actual consideration for the transfer consists of Grantee's forbearance from taking action to collect on the promissory note from Grantors and Grantee's waiver of its rights to a deficiency judgment and agreement not to name the Grantor as a party to a foreclosure action as stated above with respect to those certain Trust Deeds entered into as follows: August 1, 1986, between Grantor and Grantee recorded in Volume M86 on page 15154, reception number 65134, Records of Mortgages of Klamath County, Oregon. Said Trust Deed given to secure a note between Grantor and Grantee in the amount of \$600.00.

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In construing this Deed, and where the context so requires,
the singular includes the plural and all grammatical changes
shall be implied to make the provisions hereof apply equally to
corporations and to individuals.

DATED this 31 day of ~~December~~ ^{MARCH}, 1988.

STATE OF OREGON) ss.
County of Lane)

Tawny Houser
TAWNY HOUSER
Grantor

Personally appeared before me this 31st day of
MARCH, 1988, the above-named Tawny Houser and
acknowledged that the foregoing instrument was signed freely and
voluntarily.

Jeri A. Walling
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-9-91

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 26th day
of Deeds A.D., 19 88 at 3:56 o'clock P M., and duly recorded in Vol. M88
of Deeds on Page 6627

FEE \$20.00

Evelyn Biehn
By Bernetha Letsch County Clerk

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Aspen