

ASPEN 43394

Vol. M25 Page 16379

DEED IN LIEU OF FORECLOSURE

R E C I T A L S :

The parties to this agreement are Michael W. Feiler and Penny L. Jacobson, hereinafter referred to as the Grantor and David H. Wirtz and Betty Jo Wirtz, husband and wife, with right of survivorship, hereinafter referred to as the Grantee. Grantor is in default in payment to Grantee for the performance of that certain promissory note and trust deed executed July 10, 1986 and recorded July 11, 1986 at Book M-86, Page 12183 of the Mortgage Records of the Clerk of Klamath County, State of Oregon. The parties desire to resolve this default without the necessity of foreclosure proceedings.

A G R E E M E N T S :

1. Grantor covenants that this deed is absolute in effect and conveys fee simple title of the real property and improvements with appurtenances described as follows:

Lots 1, 2, 3 and 4, Block 4, Town of Chemult, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2. Grantor's conveyance to the Grantee herein does not operate as a mortgage, trust, conveyance, or security of any kind.

3. Grantor is the owner of the premises free of all encumbrances except the above-described trust deed and except for property taxes owing to Klamath County.

4. This deed does not effect a merger of the fee ownership and the lien of the trust deed described above as well as the security agreement executed by Grantor on July 10, 1986 in favor of the Grantee and the lien created thereby shall hereafter remain separate and distinct from the fee conveyance.

5. In consideration of the Grantor's agreement and conveyance herein, Grantee waives the right to file suit on the promissory note described above, waives the right to claim reasonable attorney's fees and costs in that action, and waives any claim regarding any deficiency judgment obtained in any foreclosure action.

6. In consideration of the Grantor remaining in possession of the above-described property until relinquished at the time of this conveyance, Grantee is entitled to retain all payments previously made on the secured debt with no duty to account therefor.

7. By acceptance of this deed, Grantee covenants and agrees that in the event any foreclosure of its trust deed is filed, that in

such proceeding Grantee shall not seek, obtain, or permit any deficiency judgment against the Grantor or the heirs or the assigns of the Grantor, such right and remedies being hereby waived.

8. 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.

9. 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, Grantee's agent, attorney, or any other person. This deed has been prepared by attorney Leslie Klein on behalf of the Grantee, and Grantor has had an opportunity to seek independent legal advice.

DATED: 3-22-94

Michael W. Feiler
MICHAEL W. FEILER

Penny L. Jacobson
PENNY L. JACOBSON

DATED: 3-22-94

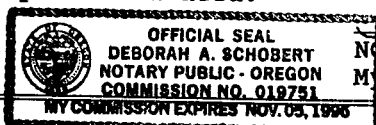
David H. Wirtz
DAVID H. WIRTZ

Betty Jo Wirtz
BETTY JO WIRTZ

STATE OF OREGON)

County of Klamath) ss.

On this 22 day of March, 1994, Before me, a Notary Public in and for said County and State, personally appeared Michael W. Feiler, Penny L. Jacobson, David H. Wirtz and Betty Jo Wirtz, and acknowledged the foregoing instrument to be their voluntary act and deed.



Deborah A. Schobert
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11/05/96

AFTER RECORDING
RETURN TO:

DAVID H. WIRTZ and
BETTY JO WIRTZ
P O Box 100
Chemult OR 97731

STATE OF OREGON) ss.
County of Klamath)

I certify that the within instrument was received for record on the 22nd day of June, 1994, at 11:22 o'clock A.M., and recorded in book/reel/Volume No. M95 Pg.16379, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Bernetha G. Letsch, Co Clerk

Name Lynette Fildes Title Deputy