

DEED IN LIEU OF FORECLOSURE

ORON McCARTY and DOLORES M. McCARTY, husband and wife, Grantor, for and in consideration of the covenants contained herein and the release from certain personal indebtedness arising from a Trust Deed dated June 5, 1992, in the amount of \$127,334.25, of which \$122,658.69 in principal is unpaid as of May 25, 1995, with interest thereon, hereby assigns, transfers, sets over, and conveys to WILLIAM C. BURTENHOUSE and SHIRLEY ANN BURTENHOUSE, husband and wife, Grantees, all the Grantor's right, title, and interest in and to the following described real property situated in Klamath County, Oregon:

Lots 4, 5, and 6 in Block 66 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantor covenants that:

This deed is an absolute conveyance in effect as well as in form and conveys fee simple title of the premises above described to the Grantees and does not operate as a mortgage, trust conveyance or security of any kind, and is not now or ever intended as a mortgage, trust conveyance or security of any kind.

Grantor is the owner of the premises, free of all encumbrances, excepting only those encumbrances of record.

This deed does not affect a merger of the fee ownership and the lien of the trust deed described above. The fee and lien shall hereafter remain separate and distinct, and the Grantees shall not be prohibited from proceeding to foreclose the lien of the trust deed described above to clear title.

By acceptance of this deed, Grantees covenant and agree that they shall forever forbear taking any action whatsoever to collection against the Grantor on the trust deed above described, other than by foreclosure of that trust deed and that in any proceeding to foreclose the trust deed, it shall not seek, obtain or permit a deficiency judgment against the Grantor, or the Grantor's successors or assigns, such rights and remedies being waived. Grantees expressly reserves their rights and remedies in all other proceedings and suits now filed or pending or to be filed, if any, either in equity or at law.

The Grantor does hereby waive, surrender, convey and relinquish any equity of redemption concerning the real property and trust deed described above.

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AFTER RECORDING, RETURN TO:
BLAIR M. HENDERSON, ATTY.
426 MAIN ST., KLAMATH FALLS, OR 97601

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The Grantor is not acting under the misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantees, the Grantees' agents or attorneys, or other persons.

The Grantor agrees that Grantees shall retain all payments made on the trust deed by the Grantor. The Grantees do not assume any responsibility for any liabilities incurred by Grantor or by any other person.

This Deed is made by the Grantor as a result of the Grantor's own request and as the Grantor's free and voluntary act.

The Grantor was represented by counsel, and it is the intention of the Grantor to convey, set over, transfer, and assign by said Deed and did convey, set over, transfer, and assign to the Grantees, all of the Grantor's right, title, and interest absolutely in and to the premises described in this Deed.

These recitals are made for the protection and benefit of the Grantees, the Grantees' successors and assigns, and all of the parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective successors, executors, administrators, and assigns of the undersigned.

It is understood that the Grantor and/or the Grantee may be more than one person and that if the context so required, the singular includes the plural, the masculine includes the feminine and the neuter, and generally all grammatical changes shall be made to make the provisions hereof apply equally to corporations and other entities and to individuals.

THIS INSTRUMENT WILL 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 APPROVED USES.

DATED this 17th day of ^{June}~~April~~, 1996.


ORON McCARTY


DOLORES M. McCARTY

22703

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me on this 17th ^{June} day of ~~April~~,
1996.

Marsha Cobine
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-7-99



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Henderson Attorney the 26th day
of July A.D., 19 96 at 2:51 o'clock PM., and duly recorded in Vol. M96
of Deeds on Page 22701

FEE \$40.00

Bernetha G Letsch, County Clerk

By Cheryl Russell