

'02 JUN 17 PM 2:07

Robin S. Brown
1530 Worden Avenue
Klamath Falls, OR 97601
 Grantor's Name and Address

Ralph E. Patterson
2007 Homedale Road
Klamath Falls, OR 97603
 Grantee's Name and Address

After recording, return to:

V

Aspell Della-Rose & Richard
122 S. 5th Street
Klamath Falls, OR 97601

State of Oregon, County of Klamath

Recorded 06/17/2002 2:07 p. m.

Vol M02, Pg 35181-82

eputy

Linda Smith, County Clerk

Fee \$ 26⁰⁰ # of Pgs 2

Send all tax statements to:

Ralph E. Patterson
2007 Homedale Road
Klamath Falls, OR 97603

K58858

DEED IN LIEU OF FORECLOSURE

KNOW ALL BY THESE PRESENTS that Robin S. Brown, hereinafter
called Grantor for the consideration herein stated, does hereby bargain, sell and
 convey to Ralph E. Patterson, hereinafter Grantee, his heirs, successors
 and assigns all of Grantor's right, title and interest in that certain real property, any and
 all improvement, tenements hereditaments and appurtenances thereto, situate in
Klamath County, State of Oregon, described as follows:

Lot 3, Block 8 of Fairview Addition to the City of Klamath Falls,
 according to the official plat thereof on file in the office of County
 Clerk of Klamath County Oregon.

Grantor covenants that:

This deed is absolute in effect and coveys 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.

Grantor is the owner of the premises free of all encumbrances excepts the trust
 deed executed to Grantee, dated May 13, 1998 and recorded on May 19, 1998
 at Vol M98, page 16909 of the official records of Klamath County, Oregon.

K26

This deed does not effect 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.

In consideration of the payment of \$3,000 to Grantor and Grantee's waiver if the right to claim reasonable attorneys fees and costs in that action; and Grantor's benefit from remaining in possession of this premises described above until relinquished at the time of this conveyance, Grantee may retain all payments previously made on the secured debt with no duty to account therefore.

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 given to secure to trust deed above described, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed he shall not seek, obtain or permit a deficiency judgment against Grantor, her heirs or assigns, such rights 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 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, Grantee's agent or attorney or any other person

IN WITNESS WHEREOF, the Grantor has executed this instrument on

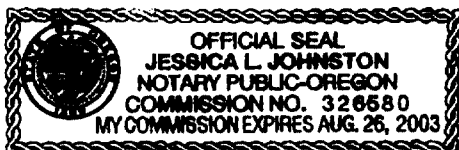
June 14, 2002.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930

Robert D Brown

STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on June 14, 2002
By ROBERT S BROWN.



Jessica L. Johnston
Notary Public for Oregon
My commission expires: 08/26/03