

State of Oregon, County of Klamath
Recorded 08/21/2002 3:19 p. m.
Vol M02, Pg 47249-51
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

'02 AUG 21 PM3:19

DEED IN LIEU OF FORECLOSURE

TONY LEE HOOKS, Grantor, for and in consideration of the covenants contained herein and the release from certain personal indebtedness arising from a trust deed dated May 4, 2001, recorded at Volume M01 Page 20644, Mortgage Records of Klamath County, Oregon, in the amount of \$250,000, of which _____ in principal is unpaid as of _____, with interest thereon hereby assigns, transfers, sets over, and conveys to CHRISTIE JULIE BENDER as to 2/3 interest and DAWN MARIE TAYLOR as to 1/3 interest, as tenants in common, Grantees, all the Grantor's right, title, and interest in and to the following described real property situated in Klamath County, Oregon:

See Attached Exhibit "A"

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 Grantee 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 Grantee shall not be prohibited from proceeding to foreclose the lien of the trust deed described above to clear title.

By acceptance of this deed, Grantee covenants and agrees 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. Grantee expressly reserves its 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.

The 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, the Grantee's agents or attorneys, or any other person.

Deed in Lieu of Foreclosure
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The Grantor agrees that Grantee shall retain all payments made on the trust deed by the Grantor. The Grantee does 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 Grantee, 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 Grantee, the Grantee's 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 context so requires, 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 19th day of August, 2002.

STATE OF OREGON]
County of Klamath] ss.

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by TONY LEE HOOKS.

Notary Public for Oregon
My Commission expires:



EXHIBIT "A" Legal Description**47251**

Lot 17 and the Westerly 13 feet of Lot 16 (being portion of Lot 16 lying between the Northwestern line thereof and a line parallel thereto and distance 13 feet Easterly and extending between Prescott Street and Oregon Avenue) in Block 72 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, a portion of the vacated section of Lakeview street that lies between Blocks 65 and 72 in Buena Vista Addition to Klamath Falls, Oregon, and more particularly described as follows: Beginning at the Southwesterly corner of Lot 17, Block 72, Buena Vista Addition to Klamath Falls, Oregon; thence North $7^{\circ}16'$ East along the Westerly boundary of said Lot 17 a distance of 120.69 feet, more or less, to the Northwest corner of said Lot 17, thence South $89^{\circ}31'30''$ West along the south boundary of Prescott Street, a distance of 14.02 feet; thence South $0^{\circ}28'30''$ East 40.0 feet; thence South $89^{\circ}31'30''$ West 13.0 feet; thence south $0^{\circ}28'30''$ East 74.95 feet, more or less, to the Northerly line of Oregon Avenue; thence Southeasterly along said Northerly line of Oregon Avenue, a distance of 11.0 feet, more or less, to the point of beginning.