

State of Oregon, County of Klamath
Recorded 12/10/2002 3:05 p. m.
Vol M02, Pg 71829-31
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

mtl 5657S

AFTER RECORDING RETURN TO:

ANDERSON & MONSON, PC
10700 SW Beaverton-Hillsdale Hwy., # 460
Beaverton, Oregon 97005

**SEND ALL TAX STATEMENTS
TO:**

Oakwood Acceptance Corporation, LLC.
2225 S. Holden Road
PO Box 35067
Greensboro, North Carolina 27425-7081

NON-MERGER DEED IN LIEU OF FORECLOSURE

Scott D. Wiggers and Rebecca L. Wiggers, aka Becky Midst ("Grantor"), does hereby bargain, sell, and convey to Oakwood Acceptance Corporation, LLC., a Delaware Limited Liability Company ("Grantee"), the real property in Klamath County, State of Oregon, which includes a manufactured home, and which property is described as follows ("Property"):

Lot 6 in Block 20 of the THIRD ADDITION TO RIVER PINE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate ("the Manufactured Home"):

Manufactured Home make: Golden West
Manufactured Home model: OK56003K

Together with any interest therein which Grantor may hereafter acquire.

This deed is absolute in effect and conveys fee simple title to the Property to Grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantee shall not be deemed to have accepted this deed until and unless Grantee causes this deed to be recorded.

This deed does not constitute a merger of the fee ownership and the lien of that certain trust deed dated February 25, 2000 and recorded March 1, 2000, in Vol. M00, Page 6485, in the official records of Klamath County, Oregon. Grantee is the beneficiary on that trust deed. The fee and lien shall hereafter remain separate and distinct until Grantee merges those interests with a separate instrument. Grantee takes the property subject to all prior liens. Grantee does not assume any prior liens or the obligations secured by the Property, but takes the Property subject to any prior liens or obligations. To the extent Grantor is living in the Property, Grantor agrees to vacate the Property by the time this deed is recorded. If Grantor remains on the Property after this deed is recorded, Grantor acknowledges that he will be a tenant at sufferance if the Property

is not vacant immediately upon the recording of this deed and Grantee may proceed to obtain possession of the Property by any lawful means including any action pursuant to ORS 105.110.

By recording this deed, Grantee agrees that it will forever forbear taking any action whatsoever to collect against the Grantor on the indebtedness secured by the Property, other than by foreclosure of any lien which Grantee may have and that in any proceeding, Grantee will not seek or obtain a deficiency judgment, costs or attorneys fees against Grantor. Other than as set forth in this paragraph, the debt secured by the Property is not satisfied or forgiven.

Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption and statutory right of redemption with respect to the Property. The true consideration for this instrument is zero (\$0.00) dollars but includes other valuable consideration.

Grantee shall be entitled to possession of the Property immediately upon recordation of this deed and Grantor shall have no claim or right to possession of the Property after the date this deed is recorded.

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: 11/19/02

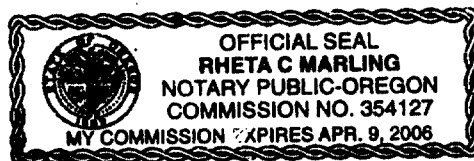
Scott D. Wiggers
Scott D. Wiggers

STATE OF OREGON

County of Deschutes

)
) ss.
)

Personally appeared before me this 19th day of November, 2002, Scott D. Wiggers, and acknowledged the foregoing to be his voluntary act and deed.



Rheta C. Marling
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-9-06

///

///

SIGNATURES CONTINUED ON NEXT PAGE

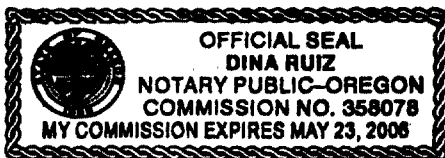
DATED: 11-22-02

Rebecca L. Wiggers
Rebecca L. Wiggers aka Becky Midst

STATE OF OREGON

County of MARION) ss.
)

Personally appeared before me this 22nd day of November, 2002, Rebecca L. Wiggers aka Becky Midst, and acknowledged the foregoing to be her voluntary act and deed.



Dina Ruiz
NOTARY PUBLIC FOR OREGON

My Commission Expires: May 23, 2006

clients\341\175\wiggers.dcedinlicu