

04 JUN 22 AM 10:58

State of Oregon, County of Klamath
Recorded 06/22/2004 10:58 AM
Vol M04 Pg 40067-40068
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

Jamie Heizelman
P.O. Box 154
Chemult, OR 97731
Grantor's Name and Address

Loren E. Leetch
3223 Bisbee Street
Klamath Falls, OR 97603
Grantee's Name and Address

After recording, return to:

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

Send all tax statements to:

Loren E. Leetch
3223 Bisbee Street
Klamath Falls, OR 97603

DEED IN LIEU OF FORECLOSURE

KNOW ALL BY THESE PRESENTS that Jamie Heizelman, hereinafter called Grantor for the consideration herein stated, does hereby bargain, sell and convey to Loren E. Leetch, 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 14, Block 9, Tract 1027, Mount Scott Meadows, according to the official plat thereof on file in the office of County Clerk of Klamath County Oregon.

TOGETHER WITH: A 1959 KIT Mobile Home, Serial #49X2CFS55C, X #87042 on real account

Grantor covenants that:

This deed is absolute in effect 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.

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Grantor is the owner of the premises free of all encumbrances except the Contract-Real Estate deed executed to Buyer, Jamie Heizelman, in favor of Loren E. Leetch, Seller, dated April 5, 2002, and notarized on July 7, 2003.

In consideration of the payment of \$0.00 and Grantee's wavier 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 21, 2004.

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

Jamie Heizelman
Jamie Heizelman

STATE OR OREGON, County of Klamath)ss.

This instrument was acknowledged before me on June 21, 2004, By Jamie Heizelman.



Duane A. McGrew
Notary Public for Oregon
My commission expires: 4/06/2007