

Returned @ Counter

RETURN TO: Brandsness, Brandsness & Rudd, P.C. 411 Pine Street Klamath Falls, OR 97601	TAX STATEMENT TO Judy Say P. O. Box 133 Chiloquin, OR 97624
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M06-03137

Klamath County, Oregon
02/17/2006 12:39:30 PM
Pages 1 Fee: \$21.00

DEED IN LIEU OF FORECLOSURE - NO MERGER

THIS INDENTURE between ROBIN DANIELSON, hereinafter called Grantor, and JUDY SAY, hereinafter called Grantee:

The real property being conveyed is described as follows: Beginning at the intersection of the Westerly line of Lalakes Avenue, and the Northerly line of Yahooskin Street of West Chiloquin Addition to Chiloquin, thence North 47 degrees 04' West parallel to Crater Lake Blvd. 140 feet to the true point of beginning; thence North 47 degrees 04' West 120 feet; thence North 30 degrees 30' East parallel to Lalakes Avenue 55.8 feet; thence South 59 degrees 30' East 117.2 feet; thence South 30 degrees 30' West 81.8 feet more or less to the true point of beginning, also referred to as Lot 42 SPINKS ADDITION to Chiloquin.

Grantor covenants that:

This deed is absolute in effect and conveys fee simple title of the premises described above to 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 except the trust deed executed to grantee, dated September 15, 2000, and recorded on September 15, 2000 at Volume M00, page 34847, of the official records of Klamath County, Oregon, and except: no exceptions.

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.

The consideration of this transfer is the waiver of the grantee's right to collect costs, disbursements and attorney's fees, as well as any deficiency balance due from the grantor only.

By acceptance of this deed, grantee covenants and agrees that she shall forever forbear taking any action whatsoever to collect against grantor on the promissory note given to secure the trust deed described above, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed she shall not seek, obtain, or permit a deficiency judgment against grantor, or his heirs or assigns, such rights and remedies being waived.

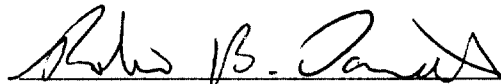
Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above.

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.

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.

IN WITNESS WHEREOF the Grantor above-named have executed this instrument.


DATED this 9 day of January, 2006


Robin Danielson

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 9 day of January, 2006 the above named Robin Danielson and acknowledged the foregoing instrument to be his voluntary act and deed.




Teresa R Foreman
Notary Public for Oregon
My Commission expires: Mar 24 2008