

AFTER RECORDING RETURN TO:

JOHN R. HANSON
ATTORNEY AT LAW
800 WEST 8TH STREET
MEDFORD, OR 97501

SEND ALL TAX STATEMENTS TO:

NEIL LEHNHERR
822 SHERMAN STREET
MEDFORD, OR 97504

2008-001674

Klamath County, Oregon



00039817200800016740020021

02/08/2008 03:06:51 PM

Fee: \$26.00

**DEED IN LIEU OF FORECLOSURE
(NON-MERGER)**

1st 1181830

ROBERT FAIRCHILD, GRANTOR, conveys to NEIL LEHNHERR, GRANTEE, the following described real property (the "Property"):

**LOTS 68 AND 69, OF ODESSA SUMMER HOMESITES, ACCORDING
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE
COUNTY CLERK OF KLAMATH COUNTY, OREGON**

together with all Grantor's right, title, and interest involving the property.

Grantor executed and delivered to Grantee a Trust Deed dated November 5, 2007, which was recorded on November 7, 2007, in Volume 2007, Page 19085 in the Official Records of Klamath County, Oregon, to secure payment of a Promissory Note in the sum of fifty-nine thousand eight hundred ninety-nine dollars (\$59,899.00). The Note and Trust Deed are in default and a non-judicial foreclosure of the Trust Deed is currently pending. In consideration of Grantee's acceptance of this Deed in Lieu of Foreclosure (this "Deed") and waiver of the right to collect against Grantor on Note, Grantee may retain all payments previously made on the Note, with no duty to account for any payments.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Trust Deed referred to above.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantees harmless against any and all claims and losses resulting from a breach of this warranty.

**THIS DEED DOES NOT EFFECT A MERGER OF THE FEE OWNERSHIP AND THE LIEN OF
THE TRUST DEED DESCRIBED ABOVE. THE FEE AND THE LIEN SHALL HEREAFTER REMAIN**

PAGE 1 - DEED IN LIEU OF FORECLOSURE (NON-MERGER)

F26-

SEPARATE AND DISTINCT. GRANTEE RESERVES THEIR RIGHT TO FORECLOSE ITS TRUST DEED AND REPRESENTS THAT THE TRUST DEED IS CURRENTLY IN FORECLOSURE. GRANTEE INTENDS TO CONTINUE WITH THE FORECLOSURE AS TO ALL OTHER PARTIES WHO MAY CLAIM AN INTEREST OR A LIEN ON THE PROPERTY.

Grantor has read and fully understands the above terms and is not acting under any misapprehension regarding the effect of this Deed, nor is Grantor under any duress, undue influence, nor is Grantor relying on any representations of Grantees, Grantees' agents, lawyers, or any other person.

By acceptance of this Deed, Grantee covenants and agrees that she shall forever forebear taking any action whatsoever to collect against Grantor on the Promissory Note given to secure the Trust Deed described above, or Robert Fairchild, other than by foreclosure of that Trust Deed, and that in any proceeding to foreclosure the Trust Deed, they shall not seek, obtain, or permit a deficiency judgment against Grantor, Grantor's guarantors, Grantor's heirs or assigns, such rights and remedies being waived.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the property.

By accepting delivery and recording this Deed in Lieu of Foreclosure Grantee accepts the terms set forth herein.

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 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 1st day of Feb, 2008.

Rob A. Fairchild
ROBERT FAIRCHILD, GRANTOR

STATE OF UTAH)
)ss.
COUNTY OF Utah)

On this 1st day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Robert Fairchild. Robert Fairchild, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of Robert Fairchild, for the uses and purposes therein mentioned, and an oath state that Robert Fairchild was authorized to execute the said instrument. Witness my hand and official seal affixed the day and year first above written.



[Signature]
Notary Public for Utah
My commission expires: 06-21-2010