

Returned @ County

2009-005262

Klamath County, Oregon



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04/15/2009 12:40:26 PM

Fee: \$26.00

After Recording Return to:

David E. Egerton and Betty Egerton

Po box 1218

La Pine, OR 97739

Send Tax Statements to:

David E. Egerton and Betty Egerton

Po box 1218

La Pine, OR 97739

DEED IN LIEU OF FORECLOSURE

Daniel Davenport and Chelsea Davenport, husband and wife ("Grantor"), conveys to David E. Egerton and Bettie Egerton, husband and wife ("Grantee"), the following real property (the "Property"):

A tract of land situated in the NW 1/4 SE 1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point from which the NW corner of the NW 1/4 SE 1/4 of said Section 27 bears South 89° 55' 42" West, 358.99 feet; thence North 89° 55' 42" East 324.10 feet; thence South 672.17 feet; thence West 324.10 feet, thence North 671.77 feet to the point of beginning.

Together with all Grantor's right, title, and interest in any land sale contract or lease option agreement involving the Property. Grantor is the owner of the Property free and clear of all encumbrances except for the Trust Deed described below.

Grantor executed and delivered to Grantee a Trust Deed, recorded on July 10, 2007, in Book 2007, Page 012276, Records of Klamath County, Oregon, to secure payment of a Promissory Note in the sum of \$159,000.00. The Note and Trust Deed are in default and the Trust Deed is subject to foreclosure. 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 therefor.

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.

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

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applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee 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 separate and distinct. Grantee reserves its right to foreclose its trust Deed at any time as to any party with any claim, interest, or lien on the Property.

Grantor has read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor is Grantor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

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.

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: 4/09, 2009.

Daniel Davenport
Daniel Davenport, Grantor

Chelsea Davenport
Chelsea Davenport, Grantor

STATE OF OREGON)
County of Klamath)

This instrument was acknowledged before me by Daniel Davenport and Chelsea Davenport on April 9, 2009, and acknowledged the foregoing instrument to be their voluntary act and deed.

Marilyn J. Russell
Notary Public for Oregon
My commission expires: May 8, 2012

Bettie, we've knowingly signed this with the assumption that our credit will not be damaged. If this is not true then we will find other means of settlement.
Don.

