

UTC 84903

2009-008111

Klamath County, Oregon



00067620200900081110040048

06/11/2009 03:22:50 PM

Fee: \$36.00

**After recording, return to:**

Bank of Eastern Oregon  
PO Box 39  
Heppner, OR 97836

**Unless a change is requested,  
all tax statements shall be sent to  
Grantee at the following address:**

Bank of Eastern Oregon  
PO Box 39  
Heppner, OR 97836

**DEED IN LIEU OF FORECLOSURE**

THIS DEED is made between Anthony Giliberto and Jennifer L Giliberto, Grantor, and BANK OF EASTERN OREGON, Grantee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is Grantee's forbearance of any formal foreclosure action against Grantor in the property described herein, and includes the cancellation of the note and indebtedness secured by said trust deed described below.

WHEREAS, the title to the real property hereinafter described is vested in fee simple in the Grantor, subject only to the lien of a Trust Deed recorded in the Official Records of Klamath County, at Book #2007-019007 and recorded 11/6/2007, modified 10/22/08 recorded 2008-015465 modified 5/8/08 and recorded 2008-007173, and and the Note and indebtedness secured by said Trust Deed is now owned by the Grantee, on which note and indebtedness there is now owing and unpaid the sum of [\$139,898.98] principal, plus interest thereon at nine percent (9%) per annum from 10/24/07 original loan date, the same being now in default and said trust deed being now subject to the immediate foreclosure, and

WHEREAS, the Grantor, being unable to pay the same, has requested the Grantee to accept an absolute deed of conveyance of said real property in satisfaction of the indebtedness secured by said Trust Deed and the Grantee does now accede to said request, and

NOW, THEREFORE, for the consideration heretofore stated, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, its heirs, successors, and assigns, all of the following-described property situated in Klamath County, Oregon:

**LEGAL DESCRIPTION: LOT 187, TRACT 1496, RIDGEWATER SUBDIVISION  
PHASE 1, 1<sup>ST</sup> ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON**

31amt

FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,  
OREGON.

This property is more commonly known as: 1095 PAPER BIRCH WAY, KLAMATH FALLS, OREGON 97601

Grantor covenants that:

This deed is absolute in effect and conveys fee simple title to the premises above-described to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

The acceptance by Grantee of this deed effects a satisfaction of the trust deed to Grantee, and payment in full of the promissory note secured thereby. However, as additional consideration, Grantor is executing a new note and securing the payment of that note with alternative security. The new note will remain enforceable after recordation of this deed. This deed does not effect a merger of the fee ownership and the trust deed described above. The fee and trust deed shall hereafter remain separate and distinct.

In consideration of Grantee's acceptance of this deed, Grantee may retain all payments previously made on the secured debt with no duty to account.

By acceptance of this deed, Grantee covenants and agrees that it shall forbear taking any action to collect against Grantor on the promissory note given to secure the trust deed, and that in any proceeding to foreclose the trust deed, it shall not seek, obtain, or permit a deficiency judgment against Grantor, or the Grantor's heirs or assigns, such rights and 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.

Grantor is not acting under any misapprehension as to the legal affect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agent or attorney, or any other person.

The true and actual consideration paid for this transfer, stated in terms of dollars, is Grantee's forbearance of any formal foreclosure action against Grantor and the property described herein.

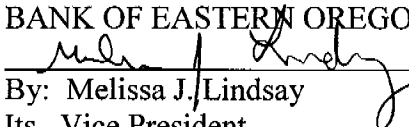
DATED this 15<sup>th</sup> day of MAY, 2009.

GRANTOR:

  
Anthony Giliberto

GRANTEE:

BANK OF EASTERN OREGON

  
By: Melissa J. Lindsay  
Its Vice President

X Jennifer L Giliberto  
Jennifer L Giliberto

California  
STATE OF OREGON )

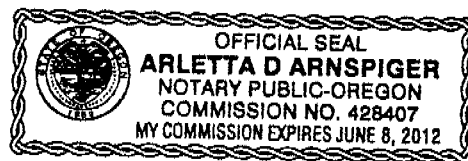
County of Los Angeles )SS.

The Deed in Lieu of Foreclosure was acknowledged before me this 19 day of  
May, 2009, by Diana Marie Mitas.



Diana Marie Mitas  
NOTARY PUBLIC FOR OREGON California

STATE OF OREGON )  
County of Morrow )SS.



Personally appeared before me MELISSA J. LINDSAY, who acknowledged that she is  
the Vice President and that she is authorized to execute this Deed in Lieu of Foreclosure  
on behalf of BANK OF EASTERN OREGON, before me this 26 day of  
May, 2009.

Arletta D Arnsperger  
NOTARY PUBLIC FOR OREGON

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

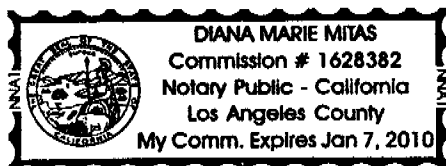
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

19 day of May, 2009, by  
Date Month Year  
(1) Anthony Giliberto  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)



(and)  
(2) Jennifer L. Giliberto  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

Signature

Diana Marie Mitas  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove  
valuable to persons relying on the document and could prevent  
fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Deed in Lieu of Foreclosure

Document Date: May 19, 2009 Number of Pages: 3

Signer(s) Other Than Named Above: Same

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here