

2009-011031

Klamath County, Oregon



00071163200900110310080085

08/18/2009 08:13:59 AM

Fee: \$56.00

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

*THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE*

**AFTER RECORDING RETURN TO:**

Lawyer's Title Insurance Corporation

Attention: Lisa Robertson

7130 Glen Forest Drive, Suite 300

Richmond, VA 23226

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Confirmatory Receiver's Deed

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

Washington Mutual Bank, FA

1601 Bryan Street

Dallas, TX 75201

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

JPMorgan Chase Bank, NA

270 Park Avenue

New York, NY 10017

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ 1.00

☐ Other

**5) SEND TAX STATEMENTS TO:**

JPMC Lease Administration/Sunny Stumpf

1111 Polaris Parkway, Suite 1J

Columbus, OH 43240

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL

(If applicable) ☐ PARTIAL

**7) The amount of the monetary  
obligation imposed by the order  
or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in**

**accordance with ORS 205.244: "RERECORDED TO CORRECT**

**PREVIOUSLY RECORDED IN**

**BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."**

Recording requested by,  
and after recording return  
and send tax statement to:

JPMC Lease Administration  
1111 Polaris Parkway  
Suite 1J  
Columbus, Ohio 43240  
Attn: Sunny Stumpf

Consideration Paid:  
\$1 and other valuable  
consideration

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER OF DEEDS  
CERTIFICATION)CONFIRMATORY RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

STATE OF OREGON           §  
                                     §  
COUNTY OF KLAMATH   §

This Confirmatory Receiver's Deed is entered into as of ~~SEPTEMBER 25, 2008~~ 2009, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for **WASHINGTON MUTUAL BANK, FORMERLY KNOWN AS WASHINGTON MUTUAL BANK, FA**, Henderson, Nevada (herein referred to as "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, the said Washington Mutual Bank having been placed in receivership on September 25, 2008, by the Office of Thrift Supervision, and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America (herein referred to as "Grantee"), whose address and principal place of business is 270 Park Avenue, New York, New York 10017.

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, **without covenant, representation, or warranty** of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property") and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, **subject, however, to** all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations,

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encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its execution and acceptance of delivery of this Confirmatory Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances to the extent expressly assumed in writing by the Grantor or imposed upon the Grantor under applicable law.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS CONFIRMATORY RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH

TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS CONFIRMATORY RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Confirmatory Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, **without covenant, representation, or warranty** whatsoever, **subject, however, to the Permitted Encumbrances.**

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Confirmatory Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property for as long as Grantee continues to own the Subject Property.

Except as expressly set forth in this Confirmatory Receiver's Deed, there are no third party beneficiaries to this Confirmatory Receiver's Deed. The covenants, promises and

agreements continued in this Confirmatory Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Confirmatory Receiver's Deed is executed pursuant to that certain Purchase And Assumption Agreement among the FDIC in its corporate capacity, Grantor, and Grantee dated as of September 25, 2008.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, this Confirmatory Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written.

GRANTOR:

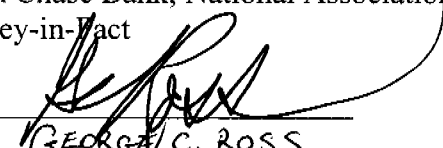
Witnesses:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for WASHINGTON MUTUAL BANK,  
formerly known as Washington Mutual Bank, FA,  
Henderson, Nevada

Print Name: \_\_\_\_\_

By: JPMorgan Chase Bank, National Association,  
Its Attorney-in-Fact

Print Name: \_\_\_\_\_

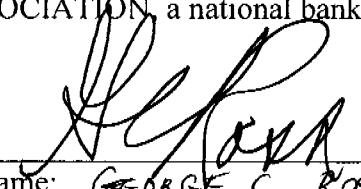
By:   
Name: GEORGE C. ROSS  
Title: EXECUTIVE VICE PRESIDENT  
Date: JULY 16<sup>th</sup>, 2009

GRANTEE

Witnesses:

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national banking association

Print Name: \_\_\_\_\_

By:   
Name: GEORGE C. ROSS  
Title: EXECUTIVE VICE PRESIDENT  
Date: JULY 16<sup>th</sup>, 2009

Print Name: \_\_\_\_\_

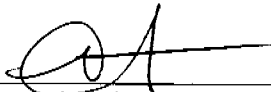
ACKNOWLEDGMENTS

STATE OF NEW YORK       §  
                                     §  
COUNTY OF NEW YORK   §

I certify that I know or have satisfactory evidence that GEORGE C. ROSS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the EXECUTIVE VICE PRESIDENT of JPMorgan Chase Bank, National Association, attorney-in-fact of Federal Deposit Insurance Corporation, as receiver of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 16<sup>th</sup> day of JULY, 2009.

**MARLON GRANT**  
Notary Public, State of New York  
No. 01GR5066396  
Term Expires September 23, 2010

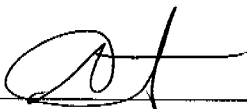
  
\_\_\_\_\_  
Notary Public in and for the State of New  
York, residing in New York  
My commission expires: \_\_\_\_\_

STATE OF NEW YORK       §  
                                     §  
COUNTY OF NEW YORK   §

The foregoing instrument was acknowledged before me on the 16 day of JULY, 2009, by GEORGE C. ROSS as EXECUTIVE VICE PRESIDENT of JPMorgan Chase Bank, National Association, a national banking association, on behalf of the GRANTEE, who is personally known to me or has produced A DRIVER'S LICENSE as identification.

(NOTARY SEAL)

**MARLON GRANT**  
Notary Public, State of New York  
No. 01GR5066396  
Term Expires September 23, 2010

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

A parcel of land situated in Lots 33A and 36, ENTERPRISE TRACTS, more particularly described as follows:

Starting at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, and running thence South 00° 00' 30" East along the Westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Dalles-California Highway, also known as South Sixth Street, as the same is now located and constructed; thence South 55° 52 1/2' East along said parallel line, being also the Northeasterly boundary of South Sixth Street, 1016.2 feet, more or less, to an iron pin, said point also marking the boundary between lands of First National Bank of Oregon and Alfred D. Collier, from which point the witness monument cross chiseled in the concrete sidewalk by the Oregon State Highway Department on July 15, 1947, bears South 34° 07 1/2' West 10.0 feet; thence continuing South 55° 52 1/2' East along said Northeasterly boundary of South Sixth Street a distance of 75 feet to the true point of beginning of this description; running thence from said true beginning point South 55° 52 1/2' East along the Northeasterly boundary of South Sixth Street 75.0 feet to an iron pin marking the boundary between the lands of Alfred D. Collier and Frank P. Drew and the center line of the party wall between these lands covered by party wall agreement dated June 1, 1948 and filed January 25, 1949 in Klamath County Deed Records in Volume 228 at page 196, from which said pin the witness monument cross chiseled in the concrete sidewalk by the Oregon State Highway Department on July 15, 1947, bears South 34° 07 1/2' West 10.0 feet; thence following center line of said party wall and its extension North 34° 07 1/2' East at right angles to South Sixth Street 175.0 feet to an iron pin set in the Southwesterly boundary of the County Road known as Pershing Way; thence North 55° 52 1/2' West along said boundary parallel to South Sixth Street 75.0 feet to a point; thence South 34° 07 1/2' West at right angles to South Sixth Street 175.0 feet to the true point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.