

2009-011441

Klamath County, Oregon



00071655200900114410030037

08/26/2009 10:01:58 AM

Fee: \$31.00

AFTER RECORDING RETURN TO:

Doug S. Gard
Attorney at Law
313 S. Ivy, P O Box 4356
Medford, OR 97501

DEED IN LIEU OF FORECLOSURE

This indenture is made by QUENTIN W. YOUNG and ANDREA G. YOUNG, Grantors, in favor of CLYDE A. SEVERSON and SUSAN C. SEVERSON, Trustees of the Clyde Alvin Severson Trust, Grantees. Grantors convey to Grantees all that real property situated in Jackson County, Oregon, described as follows:

Lot 177 and Lot 180, Resubdivision of Southerly Portion of Tracts B & C, Frontier Tracts, According to the Official Plat Thereof on File in the Office of the County Clerk of Klamath County, Oregon,

To have and to hold the above-described property unto said Grantees, their successors and assigns forever free from all rights of the Grantors under the trust deed hereinafter described, but otherwise subject to the trust deed which shall remain alive solely for the purpose of protecting the title to the property against all intervening rights.

Grantors covenant that he is the owners of the premises free of all encumbrances and Grantors shall forever defend against all lawful claims and demands, except as to the trust deed executed to Grantees which is now in default and subject to immediate foreclosure, and except as to encumbrances created or suffered by Grantees.

Grantees have made demand upon the Grantors to pay the unpaid balance of the obligation secured by said security instrument. Grantors are unable to pay said obligation and has requested that Grantees accept an absolute deed of conveyance of the property in satisfaction of the obligation secured by said security instrument.

The true and actual consideration for this conveyance is the satisfaction by the Grantees of the obligations secured by that certain trust deed executed by the Grantors, dated November 1, 2004, and recorded November 1, 2004, as Volume M04, Page 74774, Official records of Klamath County, Oregon, which shall be cancelled upon the recording of this deed. There was due and owing on the trust deed at the time of the execution of this deed the sum of \$40,000, with interest thereon at the rate of 8% per annum from October 14, 2004, until paid, plus foreclosure expenses.

This deed is intended by Grantors as an absolute conveyance of all Grantors' right, title and interest in and to the above-described property to the Grantees and is not intended as a mortgage, trust conveyance or security instrument of any kind.

This deed does not effect a merger of the fee ownership and the trust deed described above. The fee and lien shall hereafter remain separate and distinct. Grantees expressly reserve the right to foreclose, either judicially or non-judicially, any encumbrances which existed or attached after the recording of the trust deed, the subject of this deed in lieu of foreclosure. Grantors understand that in any such foreclosure, Grantees may have to name Grantors as a party; however, Grantees covenant that no money judgment shall be taken by Grantees against Grantors.

By acceptance of this deed, Grantees covenant and agree that they shall forever forbear taking any action whatsoever to collect against Grantors on the promissory note given to secure the trust deed above-described, other than by foreclosure of that trust deed and that in any proceeding to foreclose the trust deed they shall not seek, obtain or permit a deficiency judgment against the Grantors, their heirs or assigns, such rights and remedies being hereby waived.

Grantors do hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantees may retain any and all payments previously made on the obligation with no duty to account therefore.

This deed is not given as a preference over any other creditor of the Grantors. Grantors have no creditors whose rights are prejudiced by this conveyance.

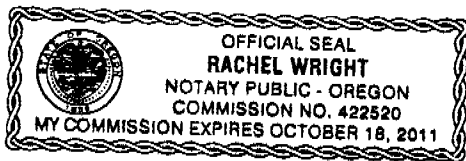
Grantors execute and deliver this deed and release of the property freely and voluntarily and are not acting under any duress, undue influence, fraud, misapprehension as to the legal effect thereof, of misrepresentation by the Grantees, Grantees' agents, attorneys or any other person.

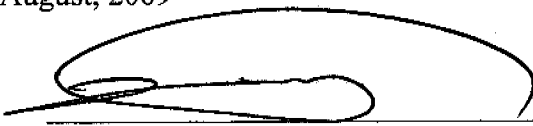
ORS 93.040 requires that the following statement shall be included in the body of an instrument transferring or contracting to transfer fee title to real property:

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 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.

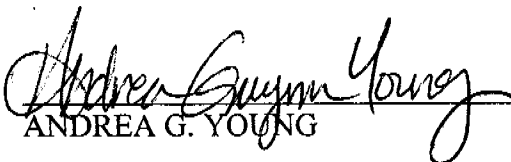
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 22nd day of August, 2009





QUENTIN W. YOUNG



ANDREA G. YOUNG

STATE OF OREGON)
)ss.
County of ~~Jackson~~ Josephine)


On this 22nd day of August, 2009, personally appeared Quentin W. Young, and acknowledged the foregoing instrument to be his voluntary act and deed. BEFORE ME:



Notary Public for Oregon
My Commission Expires: Oct. 18, 2011

STATE OF OREGON)
)ss.
County of ~~Jackson~~ Josephine)

On this 22nd day of August, 2009, personally appeared Andrea G. Young, and acknowledged the foregoing instrument to be her voluntary act and deed. BEFORE ME:



Notary Public for Oregon
My Commission Expires: Oct 18, 2011