

2010-000757  
Klamath County, Oregon



00078287201000007570080081

01/20/2010 03:14:20 PM

Fee: \$72.00

After recording mail to:

Witherspoon, Kelley, Davenport & Toole, P.S.  
Attn: Duane M. Swinton  
422 West Riverside Ave., Suite 1100  
Spokane, WA 99201

1st 2010

**STATUTORY WARRANTY DEED**  
**(In Lieu of Foreclosure)**

BADER M. HUSARY and NATALIA S. MOUSKO ("Grantors"), for and in lieu of foreclosure, bargain, sell, warrant and convey to STERLING SAVINGS BANK ("Grantee"), the following described real estate, situated in the County of Klamath, State of Oregon, together with all after acquired title of Grantor therein.

THE SOUTH 41.4 FEET OF LOT 412 AND THE SOUTH 41.4 FEET OF THE EAST 20 FEET OF LOT 413 BLOCK 101, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON,

Commonly known as 620 & 620½ E. Main St., Klamath Falls, OR 97601

Tax ID No. 479084

(the "Property").

This Statutory Warranty Deed ("Deed") is an absolute conveyance of title, in effect and form. This Deed is not intended as a mortgage, trust, conveyance or security of any kind. Consideration for this Deed consists of Grantee refraining from seeking foreclosure of the Deed of Trust on the Property recorded under Klamath County File No. M06-00332, records of Klamath County, Oregon (the "Deed of Trust"). This Deed shall not merge into the Deed of Trust. The Deed of Trust shall be released only by reconveyance by the beneficiaries thereunder.

This Deed is absolute in effect and conveys fee simple title to the Property to Grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantee shall not be deemed to have accepted this Deed until and unless Grantee causes this Deed to be recorded. Grantee shall be entitled to immediate possession of the Property upon recording of this Deed or as otherwise provided in a writing executed by Grantors and Grantee.

The Deed of Trust secures a Promissory Note dated January 3, 2006, executed by Grantors (the "Note"). By recording this Deed, Grantee releases Grantors from the Note.

F72-

Grantors hereby waive, surrender, convey and relinquish to Grantee any equity of redemption. Grantors further convey to Grantee all statutory rights of redemption in respect to the Property arising under and sheriff's sale pursuant to any judgment. Grantors acknowledge that Grantors have executed and delivered this Deed voluntarily and that Grantors are not acting under any misapprehension, fraud, undue influence or duress.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.**

Dated: January 12, 2010

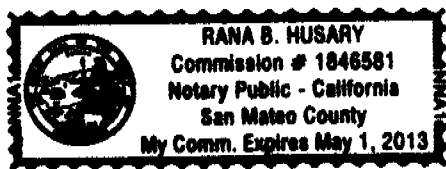
Bader M. Husary  
BADER M. HUSARY

Natalia S. Mousko  
NATALIA S. MOUSKO

State of California  
County of San Mateo } ss.

On this day personally appeared Bader M. Husary to me known to be the individual who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 12 day of January, 2010.

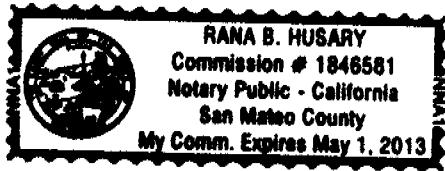


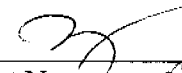
Rana B. Husary  
Print Name Rana B. Husary  
NOTARY PUBLIC in and for the State of  
California, residing at Darkingame  
My appointment expires: May 1, 2013

State of California }  
County of San Mateo } ss.

On this day personally appeared Natalia S. Mousko to me known to be the individual who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 12 day of January, 2010.



  
Print Name Rana B. Husary  
NOTARY PUBLIC in and for the State of  
California, residing at Danlington  
My appointment expires: May 1, 2013

State of California

County of San Mateo

On January 12, 2010 before me, Rana B. Husary, a notary public personally appeared

BADER M. Husary and Natalia S. Mousko

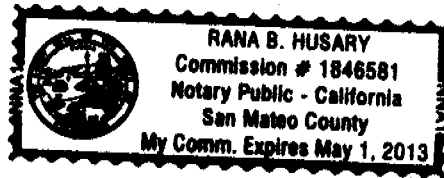
who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary



**DESCRIPTION OF THE ATTACHED DOCUMENT**

Statutory Warranty Deed

(TITLE OR DESCRIPTION OF ATTACHED DOCUMENT)

(in Lien of Foreclosure)

(TITLE OF DESCRIPTION OF ATTACHED DOCUMENT CONTINUED)

NUMBER OF PAGES 3

DOCUMENT DATE \_\_\_\_\_

\_\_\_\_\_  
(ADDITIONAL INFORMATION)

**CAPACITY CLAIMED BY THE SIGNER**

- Individuals
- Corporate Officer \_\_\_\_\_  
(Title)
- Partners
- Attorney-In-Fact
- Trustees
- Other \_\_\_\_\_

After recording mail to:

Witherspoon, Kelley, Davenport & Toole PS  
Attn: Duane M. Swinton  
422 West Riverside Ave., Suite 1100  
Spokane, WA 99201

### ESTOPPEL AFFIDAVIT

THIS ESTOPPEL AFFIDAVIT is made this 12 day of January, 2010, by and between BADER M. HUSARY and NATALIA S. MOUSKO (hereinafter referred to as "Grantors") and STERLING SAVINGS BANK (herein after referred to as "Grantee.")

#### WITNESSETH:

On January 3, 2006, Grantors executed and delivered to Grantee a Promissory Note in the original principal amount of \$69,801.20, which sum was secured by a Deed of Trust of even date therewith and duly recorded in the office of Klamath County, Oregon, under File No. M06-00332. Said Deed of Trust encumbers the following described real estate situated in the County of Klamath, State of Oregon, to wit:

THE SOUTH 41.4 FEET OF LOT 412 AND THE SOUTH 41.4 FEET OF THE EAST 20 FEET OF LOT 413 BLOCK 101, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON,

Commonly known as 620 & 620½ E. Main St., Klamath Falls, OR 97601

Tax ID No. 479084

(the "Property").

The Grantors are in default in the payment due on said Note and are unable to meet the obligations of said Note and Deed of Trust according to the terms thereof.

The Grantors are the parties who made, executed and delivered that certain Statutory Warranty Deed to Grantee, of even date herewith, conveying the Property. The Grantors hereby acknowledge, agree and certify that the aforesaid Statutory Warranty Deed is an absolute conveyance of all the Grantors' right, title and interest in and to the Property together with all buildings thereon and appurtenances thereunto belonging or appertaining, and also a conveyance, transfer and assignment of the Grantors' right and possession, rentals and equity of redemption in

and to the Property. The value of the Property is not in excess of the amount of said indebtedness outstanding. In consideration of the premises thereof, and in consideration of such conveyance, Grantors will each receive a full and complete release of *in personam* liability under the Note and Deed of Trust. The Property shall remain encumbered by the Note and Deed of Trust and shall be subject to foreclosure of any junior liens.

Grantors hereby acknowledge that said Statutory Warranty Deed was given voluntarily by Grantors to Grantee in good faith on the part of Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Grantors or Grantee, and were not given as a preference against any other creditors of said Grantors. Said deed of conveyance shall be and is hereby intended and understood to be an absolute conveyance and conditional sale with full extinguishment of the Grantors' equity of redemption, and with full release of all the Grantors' right, title and interest of every character in and to the Property. The Statutory Warranty Deed is a non-merger deed. Said deed of conveyance shall not restrict the right of Grantee to institute foreclosure proceedings if Grantee so desires.

This affidavit is made for the protection and benefit of said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executors, administrators and assigns to the undersigned.

GRANTORS:

Bader M. Husary  
BADER M. HUSARY

Natalia S. Mousko  
NATALIA S. MOUSKO

GRANTEE:

STERLING SAVINGS BANK

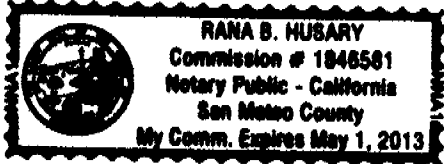
By: \_\_\_\_\_

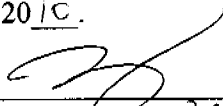
Its: \_\_\_\_\_

State of California }  
County of San Mateo } ss.

On this day personally appeared Bader M. Husary, to me known to be the individual who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 12 day of January, 2010.

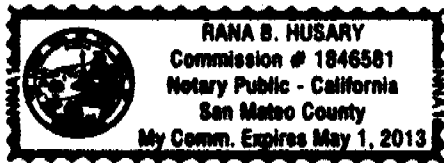


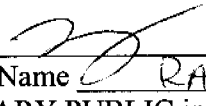
  
Print Name RANA B. HUSARY  
NOTARY PUBLIC in and for the State of  
California, residing at Burlingame  
My appointment expires: May 1, 2013

State of California }  
County of San Mateo } ss.

On this day personally appeared Natalia S. Mousko, to me known to be the individual who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 12 day of January, 2010.



  
Print Name RANA B. HUSARY  
NOTARY PUBLIC in and for the State of  
California, residing at Burlingame  
My appointment expires: May 1, 2013

State of California

County of San Mateo

On January 12, 2010 before me, Rana B. Husary, a notary public personally appeared

BANDER M. HUSARY and Natalia S. Mousko  
who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary



**DESCRIPTION OF THE ATTACHED DOCUMENT**

Estoppel Affidavit  
(TITLE OR DESCRIPTION OF ATTACHED DOCUMENT)

(TITLE OF DESCRIPTION OF ATTACHED DOCUMENT CONTINUED)

NUMBER OF PAGES 3

DOCUMENT DATE \_\_\_\_\_

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(ADDITIONAL INFORMATION)

**CAPACITY CLAIMED BY THE SIGNER**

- Individuals
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(Title)
- Partners
- Attorney-In-Fact
- Trustees
- Other \_\_\_\_\_