

2010-004808

Klamath County, Oregon



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04/21/2010 03:28:13 PM

Fee: \$52.00

When recorded mail to:

OneWest Bank, FSB
2900 Esperanza Crossing
Austin, TX 78758

ESTOPPEL AND SOLVENCY AFFIDAVIT

ATE 67726

TS#: 09-FMB-89381

Grantor: Ron Brandenburg and Tracey Brandenburg as tenants by the entirety
Grantee: OneWest Bank, FSB as Successor in Interest to IndyMac Bank, FSB
Commonly Known As: 222 Balsam Drive, Klamath Falls, OR 97601
Tax Parcel No.: 3908-012C0-00102-000 Key No. R892796

State of Oregon)
) ss
County of Klamath)

Ron Brandenburg and Tracey Brandenburg, being duly sworn, depose(s) and say(s)
That he executed and delivered that certain Deed in Lieu of Foreclosure conveying to
OneWest Bank, FSB as Successor in Interest to IndyMac Bank, FSB ("Grantee") dated
3/25/10 as such, the following described property situated in the City of
Klamath Falls, County of Klamath and State of Oregon, to wit.

LEGAL DESCRIPTION:

PARCEL 2 OF LAND PARTITION 36-03 BEING A REPLAT OF PARCEL 2, AND A
PORTION OF PARCEL 1 OF MAJOR LAND PARTITION 81-05 SITUATED IN THE
SW 1/4 OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Tax Parcel No.: 3908-012C0-00102-000 Key No. R892796
Commonly known as: 222 BALSAM DRIVE, KLAMATH FALLS, OR 97601

ATE-52

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the proffered Deed in Lieu of Foreclosure by the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Deed of Trust heretofore existing on the property therein and hereinbefore, dated August 30, 2006 and recorded September 13, 2006, recorded in Book 2006, Page 18450, records of Klamath County, Oregon, executed by Ron Brandenburg and Tracey Brandenburg as tenants by the entirety, to Indymac Bank, F.S.B., a federally chartered savings bank and the cancellation of record of said Deed of Trust.

That the aforesaid deed and conveyance was by this Deponent as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed this Deponent considered and still considers that the indebtedness above-mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the Deponent or either of them, that as if the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly, in said premises, that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; that Deponent in offering to execute the aforesaid deed to the Grantee therein, and in execution same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said Deed, or the agent or attorney or any other representative of the Grantee in said deed, that it was the intention of this Deponent as Grantor in said deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during neither the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixture, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There is no outstanding bill for utilities, unused fuel, gas, electric or sewer.

This affidavit is made for the protection and the benefit of the aforesaid Grantee in said deed, its successors and/or assigns as their interest may appear, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

Grantor agrees that this deed shall not operate to extinguish that deed of trust referred to hereinabove and unless and until this deed is accepted by Grantee and placed by Grantee of record

Dated: 3/25/10

By: [Signature]
Ron Brandenburg

By: [Signature]
Stacey Brandenburg
Tracey

State of _____)
County of _____) ss

see attached
certificate

On _____, before me _____, a Notary Public in and for said County and State, personally appeared Ron Brandenburg and Tracey Brandenburg personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature

NOTARY PUBLIC in and for the State of _____
Residing in _____
My commission expires: _____

State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

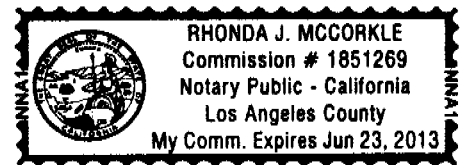
On 3-25-10 before me, Rhonda J. McCorkle, Notary Public
(here insert name and title of the officer)

personally appeared Ron Brandenburg and Tracey Brandenburg

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Rhonda J. McCorkle

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Estoppel and Solvency Affidavit containing 3 pages, and dated 3-25-10.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____