

WTC 87537

2010-006013

Klamath County, Oregon



00084376201000060130020022

Recording requested by and when  
recorded please return to:

05/18/2010 11:22:26 AM

Fee: \$42.00

STERLING SAVINGS BANK  
Special Assets Department  
Attn: Jeffery A. Bottjen  
111 N. Wall  
Spokane, WA 99201

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

THE GRANTOR, CLYDE W. NEIGHBORS, an unmarried person, for and in lieu of foreclosure of Grantor's interest in and to the real property described herein, grants, bargains, sells, conveys, confirms and deeds to STERLING SAVINGS BANK, whose address is 111 N. Wall, Spokane, Washington 99201, its successors and assigns forever, the following described real property, situated in the County of Klamath, State of Oregon, together with all after acquired title of the grantor(s) therein:

LOT 8 IN BLOCK 5, TRACT 1085, COUNTRY GREEN, ACCORDING TO  
THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE  
COUNTY CLERK OF KLAMATH COUNTY, OREGON

(the "Property").

At the time of execution of this Deed, Grantor is seized of the estate in the above-described real Property and warrants and will defend the title to the property against all persons who may lawfully claim the same. Further, at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed.

This 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. The title and interest hereby conveyed shall not merge with the lien of that certain Deed of Trust recorded under Klamath County Official Recorders Instrument No. 2008-015056, records of Klamath County, Oregon or the lien of that certain Line of Credit Deed of Trust recorded under Klamath County Official Recorder's Instrument No. 2008-015817, records of Klamath County, Oregon (the "Deeds of Trust"), and said Deeds of Trust, and any modifications thereto, shall be released only by reconveyance at the request of the beneficiary thereunder. Delivery, acceptance, and recordation of this Deed shall not limit or impair Grantee's right to foreclose the Deeds of Trust as against any lien, claim, interest, or encumbrance subordinate or junior to said Deeds of Trust.

The consideration for this Deed is the release of all liability owed by Grantor to Grantee pursuant to the foregoing Deeds of Trust and the terms of the note(s) or other loan documents secured thereby (collectively, the "Loan"). By accepting and recording this Deed, Grantee releases and discharges the Grantor and all guarantors of Grantor's obligations under the Loan.

42Aent

Grantor hereby waives, surrenders, conveys and relinquishes to Grantee any equity of redemption. Grantor further conveys to Grantee all statutory rights of redemption in respect to the Property arising under any sheriff's sale pursuant to any judgment. Grantor acknowledges that Grantor has executed and delivered this Deed voluntarily and that Grantor is 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 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.**

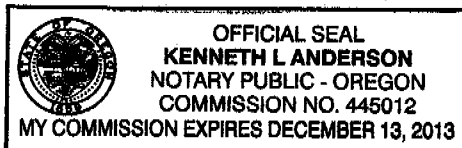
Dated this 10 day of May, 2010.

Clyde W. Neighbors  
CLYDE W. NEIGHBORS

State of Oregon                    )  
  )ss.  
County of Klamath )

On this 10<sup>th</sup> day of May, 2010, before me the undersigned, a Notary Public in and for the State of Oregon, personally appeared Clyde W. Neighbors, an individual, and acknowledged said instrument to be a free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

DATED: May 5<sup>th</sup>, 2010.



Kenneth L. Anderson  
Print Name: Kenneth L. Anderson  
Notary Public in and for the State  
of Oregon, residing at Aspen Title  
My commission expires: 12/13/2013