

2010-006499

Klamath County, Oregon



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05/28/2010 12:12:34 PM

Fee: \$47.00

1st 1474710
RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL
DEED AND TAX STATEMENT TO
Bank Of America Home Loans
ATTN: RECORDS PROCESSING
400 National Way
CA6-919-01-09
Simi Valley, CA 93065

File No. DIL054354 Title Order No. 4266490
Loan No.: 148413264

Space above this line for recorder's use only

Grantor: Derek S Porter and Jeremy S Chronister, as tenants in common
Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Commonly Known As: 5481 GATEWOOD DR, KLAMATH FALLS, OR 97603
Tax Parcel No.: R575657

ESTOPPEL AND SOLVENCY AFFIDAVIT

State of OREGON

County of KLAMATH

Derek S Porter and Jeremy S Chronister, as tenants in common ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Grantee") dated 3/24/2010, encompassing the following described property, to wit:

LOT 44 IN BLOCK 3 OF TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

Commonly know as: **5481 GATEWOOD DR, KLAMATH FALLS, OR 97603**

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 06/07/2007 and recorded Recorded on June 11, 2007 as Volume 2007 Page 010483, of the records of Klamath, Oregon, executed by Derek S Porter and Jeremy S Chronister, to Mortgage Electronic Registration Systems, Inc., "MERS" solely as a nominee for GN Mortgage, LLC, 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 consider 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 of 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 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, fixtures, 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.

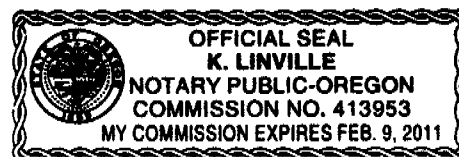
There are no outstanding bill for utilities, unused fuel, gas, electric or sewer.

This affidavit is made for the protection and the benefit of the aforesaid Grantee in said deed, its successors and assigns, 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.

Dated: 3-24-10

Derek S Porter
BY: Derek S Porter

Jeremy S Chronister
BY: Jeremy S Chronister



STATE OF Oregon

COUNTY OF Lincoln

On 3-24-10 before me K. Linville, a
Notary Public in and for said county, personally
appeared, Derek S. Porter personally known to me (or
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.

WITNESS my hand and official seal.

K. Linville
Notary Public in and for said County and State



STATE OF Oregon

COUNTY OF Lincoln

On 3-24-10 before me Jeremy S. Chronister, a
Notary Public in and for said county, personally
appeared, Jeremy S. Chronister personally known to me (or
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.

WITNESS my hand and official seal.

K. Linville
Notary Public in and for said County and State

