

2011-001748

Klamath County, Oregon



00096876201100017480040040

02/15/2011 11:35:59 AM

Fee: \$52.00

**Prepared By:**

National Deed Network  
28100 US Highway 19 North, Suite 300  
Clearwater, Florida 33761

**~~Return To:~~**

Title Resource Group  
ATTN: NATCO - DIL (Amy Sears)  
3001 Leadenhall Road  
Mount Laurel, NJ 08054

**Mail Tax Statements To:**

Fannie Mae  
3900 Wisconsin Ave  
Washington, DC 20016  
AFTER RECORDING RETURN TO:  
DOCUMENT PROCESSING SOLUTIONS, INC  
590 W. LAMBERT RD.  
BREA, CA 92821

*File#:* CAR-2010062670 **DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS, WESLEY W. HEDLUND and MANDY M. HEDLUND, hereinafter called Grantor, for \$10.00 and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, a/k/a FANNIE MAE, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"  
APN#: 3809 - 035CD-082-00-000

Property Address: 1520 Wiard Street, Klamath Falls, OR 97603

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not affect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against Grantor, her heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on the 13th day of September, 2006, by Grantor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., and recorded at Instrument # 2006-018908, real property records of Klamath County, Oregon on the 20<sup>th</sup> day of September, 2006. Assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, (Recorded on 07/22/2010) by instrument recorded in Assignee Instrument 2010-008747. Appointment of Successor Trustee recorded on 07/22/2010 Instrument No. 2010-008748, Notice of Default recorded on 07/22/2010 Instrument No. 2010-008749.

In constructing this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Dated this 23<sup>RD</sup> day of DECEMBER, 2010

Wesley W. Hedlund  
WESLEY W. HEDLUND

Mandy M. Hedlund  
MANDY M. HEDLUND

[Acknowledgments Continue]

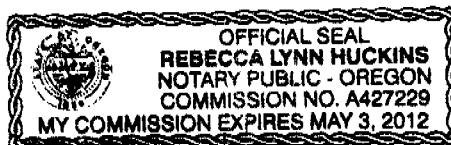
State of OREGON }  
County of Klamath } ss.

On December 23, 2010, Personally appeared the above named  
**WESLEY W. HEDLUND and MANDY M. HEDLUND**, and acknowledged the foregoing instrument  
to be her voluntary act and deed.

Before me: Rebecca Lynn Huckins  
Printed name: Rebecca Lynn Huckins

Notary Public for Oregon

My commission expires: May 3, 2012



## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KLAMATH,  
STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

LOT 13 OF LEWIS TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as 1520 Wiard Street, Klamath Falls, OR 97603