

Returned @ County

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Rick Pittman
608 W. 11th St
Philomath OR
97310

Send tax statements to

SMC

2011-002552

Klamath County, Oregon



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02/25/2011 01:12:56 PM

Fee: \$42.00

DEED IN LIEU OF FORECLOSURE

This deed between JOSE B. HERNANDEZ, JR., hereinafter called Grantor, and THEODORE PITTMAN, hereinafter called Grantee;

W I T N E S S E T H:

WHEREAS, on or about August 14, 2008 THEODORE PITTMAN AND JUDITH MRIA PITTMAN, WHO ACQUIRED TITLE AS MARIA PITTMAN, AS TENANTS BY THE ENTIRETY, conveyed to JOSE B. HERNANDEZ, JR. the real property described below and on 3-12-09, JUDITH MRIA PITTMAN who acquired title as MARIA PITTMAN died in Mohave County, State of Arizona;

WHEREAS, the real property described below is vested in Grantor by Statutory Warranty Deed dated August 14, 2008, and recorded at Volume 2008 page 011579 Microfilm Records of Klamath County, Oregon subject to that certain Note and Trust Deed, including the terms and provisions thereof, with Grantee, dated August 14, 2008, and recorded at Volume 2008 page 011580 Microfilm Records of Klamath County, Oregon;

WHEREAS, that certain Note and Trust Deed is now in default; and

WHEREAS, the parties have mutually agreed to the full compromise and settlement of their respective claims arising out of this realty transaction by causing the Grantor to give an absolute deed of reconveyance to the real property described below to the Grantee and Grantee accepting said absolute deed of reconveyance.

NOW, THEREFORE, for the consideration of the cancellation of the indebtedness secured by the above described Note and Trust Deed, Grantor hereby conveys to Grantee and his successors and assigns the following described real property:

Lot 3 in Block 45, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

In executing this Deed, the Grantor is not acting under any misapprehension as to the effect thereof or under any duress, undue influence or misrepresentations by Grantee or Grantee's representatives, agents or attorneys.

Grantor covenants that he is lawfully the owner of the above described property and that there is no person, partnership, corporation or other like entity other than Grantor holding any interest of any kind in said real property, directly or indirectly and that the property is free from encumbrances except for the above described Note and Trust Deed and that he has not permitted or placed any easements, restrictions or reservations on the property since acquiring title thereto.

Grantee shall be deemed to have accepted this Deed in Lieu of Foreclosure only upon Grantee's execution of the acceptance set forth below.

The true and actual consideration paid for this transfer is the release of the Grantor, JOSE B. HERNANDEZ, JR., from liability for the payment of the remaining balance upon the above described Note and Trust Deed, and further consists of the mutual release of each of the parties hereto from any and all claims, suits, actions, proceedings, liabilities, damages and expenses, including attorney's fees, arising from Grantor's obligations by virtue of said Note and Trust Deed and Grantee shall be entitled to retain all right, title and interest in and to any and all payments previously made by Grantor pursuant to said Note and Trust Deed and any improvements of said property by Grantor are hereby conveyed herewith for the consideration herein.

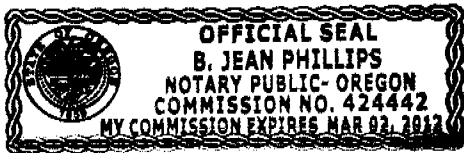
This deed is not intended to benefit any third party and the lien or encumbrance of any person claiming by, through or under Grantor or attaching to the property after the date of the above described Note and Trust Deed shall remain subordinate and subsequent to the interest of Grantee.

By acceptance of this deed, Grantee covenants and agrees that he shall forever forbear taking any action whatsoever to collect against Grantor, JOSE B. HERNANDEZ, JR., on the above described Note and Trust Deed, other than by foreclosure of the Note and Trust Deed, and that in any proceeding to foreclose the Note and Trust Deed, he shall not seek, obtain or permit a deficiency judgment against Grantor, JOSE B. HERNANDEZ, JR., such rights and remedies being hereby waived and Grantor hereby waives any redemption right he may have under the Note and Trust Deed herein.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

IN WITNESS WHEREOF, JOSE B. HERNANDEZ, JR. has executed this instrument as his free and voluntary act this 25 day of February, 2011.

GRANTOR:



[Signature]
JOSE B. HERNANDEZ, JR.

STATE OF OREGON)
) ss.
County of KLAMATH)

February 25, 2011.

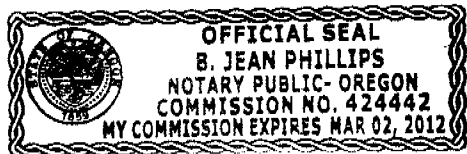
Personally appeared the above named JOSE B. HERNANDEZ, JR., and acknowledged the foregoing instrument to be his voluntary act.

BEFORE ME:

[Signature]
Notary Public for Oregon
My Commission Expires: _____

The foregoing Deed in Lieu of Foreclosure is hereby accepted upon the terms and conditions set forth herein, with such acceptance to be effective immediately.

DATED this 25 day of February 2011. By Theodore Pittman



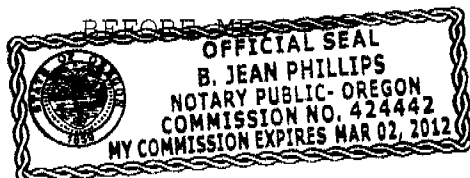
GRANTEE:

[Signature]
THEODORE PITTMAN
in fact, Rick D. Pittman

STATE OF Oregon)
) ss.
County of Klamath)

2-25-11, 2011.
by his attorney in fact Rick D. Pittman

Personally appeared the above named THEODORE PITTMAN, and acknowledged the foregoing instrument to be his voluntary act.



[Signature]
Notary Public for _____
My Commission Expires: _____