

2011-004271

Klamath County, Oregon



00099789201100042710030033

03/31/2011 03:36:18 PM

Fee: \$47.00

After Recording Mail To:

Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101

1691554

ESTOPPEL AFFIDAVIT - Deed

State of Oregon)
) ss.
County of Klamath)

Timothy S. Jayne being first duly and separately sworn, depose(s) and say(s):

That he/she executed and delivered that certain deed to U.S. Bank National Association ND, (hereinafter called "GRANTEE"), dated March 28, 2011 conveying the following described property to wit:

The N1/2 N1/2 SE1/4 of Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, Excepting Therefrom the S1/2 NE 1/4 NE1/4 SE1/4.

TPN: R810251 and R196433 (R-3407-02900-00900)

That the said deed was an absolute conveyance of the fee title to said premises to the Grantee named therein in effect as well as in form, and was not intended as a mortgage, trust conveyance or security of any kind, and that possession of said premises has been surrendered to the said Grantee, or will be surrendered as of March 31, 2011 that the consideration in aforesaid deed was and is, in lieu of foreclosure, and the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain deed of trust (in default), heretofore existing on the property therein and hereinbefore described executed by Timothy S Jayne as Grantor(s), to U.S. Bank National Association ND, as Beneficiary, dated September 2, 2009, and recorded on September 8, 2009 under Instrument No. 2009-11951 records of Klamath County, Oregon, and the cancellation of record by the trustee of said deed of trust.

That the said deed was made by these deponents as the result of their request that the said Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed, these deponents believed and still believe that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that the time it was given, it was not given as a preference against other creditors of the deponents; that at the time it was given, there was no other

SOLVENCY AFFIDAVIT - 1
DIL-OR-LtrDocsBorrowerSWDeed

person or persons, firms or corporations, other than the Grantee, interested either directly or indirectly, in said premises; that these deponents are solvent and have no creditors whose right would be prejudiced by such conveyance; and that deponents are not obligated upon any note, bond or any other mortgage whereby any lien has been created or exists against the premises described in said deed, and that the deponents, in offering to execute the aforesaid deed to the Grantee therein, and in executing the same, were not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee, or the agent or attorney or any other representative of the Grantee, and that it was the intention of these deponents, as Grantors in said deed, to convey and by said deed these deponents did convey to the Grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That said deed made by these deponents was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the above described mortgage lien, and that its receipt and recording by the Grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the Grantee affirmatively consents to the acceptance of such deed, after approval of title and property inspection by the Grantee. The receipt or acceptance of said deed as aforesaid shall in no way restrict the right of Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after march 31, 2011 deponents also assign, transfer and set over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

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

Timothy S. Jayne
Timothy S. Jayne

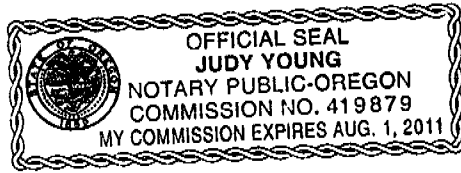
State of Oregon)
County of Klamath) ss.

I certify that I know or have satisfactory evidence that Timothy S. Jayne is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

SOLVENCY AFFIDAVIT - 2
DIL-OR-LtrDocsBorrowerSWDeed

2 of 3
Estoppel Affidavit

Dated this 28th day of MARCH, 2011



Judy Young
Notary Public in and for the State of Oregon
My appointment expires: 8-1-11