

1717973

2011-006501
Klamath County, Oregon



00102431201100065010060065

05/25/2011 03:44:41 PM

Fee: \$62.00

Recordation Requested by:

Tim Jackle
Foster Denman, LLP
3521 East Barnett Road
Medford, OR 97504

After Recording Return to:

Tim Jackle
Foster Denman, LLP
3521 East Barnett Road
Medford, OR 97504

Send Tax Statements to:

Rogue Investments, Inc.
P.O. Box 821
Medford, OR 97501

DEED IN LIEU OF FORECLOSURE
(Nonmerger)

ERIN CARTER ("Grantor"), conveys to **ROGUE INVESTMENTS, INC.**, an Oregon corporation, ("Grantee"), the following real property (the "Property") located in Klamath Falls, Klamath County, Oregon, and more fully described as follows:

Parcel A:

Lot 9, Block 6 of Pleasant View Tracts, according to the official records thereof on file in Klamath County, Oregon.

(Map & Tax Lot No. R-3909-002BC-00601, Property ID No. R517015)

Parcels B and C:

Lots 5 and 6, Block 1, Klamath Falls Forest Estates Highway 66 Unit Plat No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Map & Tax Lot No. R-3711-014A0-00600, Property ID No. R382106 Lot 6)
(Map & Tax Lot No. R-3711-014A0-00500, Property ID No. R382099 Lot 5)

together with all of Grantor's right, title, and interest in any land sale contract or lease option agreement involving the Property. Grantor is the owner of the Property free and clear of all encumbrances except for the Trust Deed described below, and the exceptions listed on Exhibit "1" attached hereto and incorporated herein by reference thereto.

Erin Carter executed and delivered to Grantee a Trust Deed recorded on June 17, 2009 as Document No. 2009-8434 of the Official Records of Klamath County, Oregon, to secure payment of a Promissory Note in the sum of Seventy Thousand Dollars (\$70,000.00). The Note and Trust Deed are in default, and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this "Deed") and waiver of the right to collect against Erin Carter on the Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Trust Deed.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest, or lien on the Property.

Grantor has read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor is Grantor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the property.

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.

DATED: May 24, 2011.

ERIN CARTER

STATE OF OREGON)
) ss.
County of Klamath)

On this 24 day of May, 2011, personally appeared the above-named ERIN CARTER and acknowledged the foregoing instrument to be his voluntary act and deed.

Debbie K Bergeron
Notary Public for Oregon

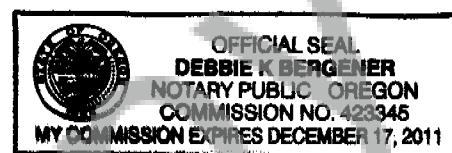


Exhibit "1"

Exceptions for Parcel A Only:

(1) Taxes for the year 2009-2010
Tax Amount: \$375.39
Unpaid Balance: \$298.64, plus interest and penalties, if any
Code No.: 042
Map & Tax Lot No.: R-3909-002BC-00601
Property ID No.: R517015
Taxes for the year 2010-2011, Unpaid Balance: \$380.65, plus interest

Affects Parcel A (Lot 9) Only.

(2) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.

(3) Rules, regulations and assessments of South Suburban Sanitary District.

(4) Covenants, conditions and restrictions contained in Deed.
Executed by: C. C. Lewis and Caroline W. Lewis, husband and wife
Recorded: July 19, 1941
Recording Information: Volume 139, Page 474, Deed Records of Klamath County, Oregon.
As Follows:
"...The right at any time to construct, build and erect ditches, telephone lines, telegraph lines and electric power lines in and upon said premises and to keep and maintain the same, said right to be for the benefit of the lands and premises adjoining the above described land."

(5) Easement, including terms and provisions contained therein:
Recording Information: September 22, 1952 in Volume 256 Page 678, Deed Records of Klamath County, Oregon
In Favor of: The California Oregon Power Company, a California corporation
For: Right of way

(6) Restrictions shown on the recorded plat/partition of Pleasant View Tracts.

Exceptions for Parcels B and C Only:

(7) Taxes for the year 2010-2011
Tax Amount: \$64.50
Unpaid Balance: \$64.50, plus interest and penalties, if any
Code: 033
Map & Tax Lot No.: R-3711-014A0-00600
Property ID No.: R382106 Lot 6

(8) Taxes for the year 2010-2011

Tax Amount: \$64.50

Unpaid Balance: \$64.50, plus interest and penalties, if any

Code: 033

Map & Tax Lot No.: R-3711-014A0-00500

Property ID No.: R382099 Lot 5

(9) Reservations and Restrictions in deed from Day Brothers Lumber, dated March 06, 1929, recorded November 21, 1933 in Volume 102 Page 5, Deed Records of Klamath County, Oregon, as follows: "The grantors reserve to themselves from this conveyance all oil and minerals in said lands, and they and their heirs and assigns shall have the right at all times to enter upon the above described premises to bore wells and make excavations on same for the purpose of discovering and to remove therefrom all oil and other minerals found thereon."

(10) Reservations and Restrictions contained in deed from G. C. Lorenz and Kathryn C. Lorenz, husband and wife, dated May 24, 1937, recorded May 25, 1937 in Deed Volume 109 Page 541, records of Klamath County, Oregon, as follows: "The grantors reserve to themselves from this conveyance all oil and minerals in said lands, and they and their heirs and assigns shall have the right at all times to enter upon the above described premises and to bore wells and make excavations on same for the purpose of discovering and to remove therefrom all oil and other minerals found thereon."

(11) Restrictions shown on the recorded plat/partition of Klamath Falls Forest Estates Highway 66 Unit Plat No. 1, as follows: "... said plat being subject to a 16 foot easement centered on the back and side lines of all lots for future public utilities, and to all easements and reservations of record. Lot 1 Block 1 is hereby dedicated to Klamath County for refuse disposal".

(12) Covenants, conditions, restrictions and/or easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Code:

Recording Information: July 12, 1963 in Volume 346 Page 473, Records of Klamath County, Oregon

(13) Amended By-Laws, including the terms and provisions thereof of Klamath Road Association Inc.

Recorded: April 23, 2002 in Volume M02 page 23842, Records of Klamath County, Oregon

Modification and/or amendment by instrument:

Recording Information: October 10, 2008 in Volume 2008 Page 13999, Records of Klamath County, Oregon

Modification and/or amendment by instrument:

Recording Information: November 16, 2009-14671, records of Klamath County, Oregon.

The Following Exceptions Affect Parcels A, B and C:

(14) Deed of Trust and the terms and conditions thereof:
Grantor/Trustor: Erin Carter
Grantee/Beneficiary: Rogue Investments Inc.
Trustee: First American Title Insurance Company of Oregon
Amount: \$70,000.00
Recorded: June 17, 2009
Recording Information: 2009-8434, records of Klamath County, Oregon

(15) A Judgment for the amount herein stated and any other amounts due.
Case No.: 1004016CVT
Entered: April 28, 2011
Amount: \$588.50, plus interest, costs, if any
Creditor: Kraig B. Weider
Debtor: Erin Carter