

2011-008210

Klamath County, Oregon

RETURN TO: Michael P. Rudd 411 Pine Street Klamath Falls, OR 97601	TAX STATEMENT TO Michael and Sharon Patton 1120 Lake Ridge Drive San Marcos, CA 92078
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07/13/2011 09:05:00 AM

Fee: \$37.00

DEED IN LIEU OF FORECLOSURE - NO MERGER

THIS INDENTURE between Kelly McCarty, hereinafter called Vendee and Michael D. Patton and Sharon L. Patton, as tenants by the entirety, hereinafter called Vendors:

The real property being conveyed is described as Lot 96 and East 5 feet Lot 97, PLEASANT HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Vendee covenants that:

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

On November 15, 2007 at Volume 2007, Page 019639, Microfilm Records of Klamath County, Oregon, a Memorandum of Contract of Sale was recorded evidencing the Contract of Sale in which Michael D. Patton and Sharon L. Patton were the Vendors and Kelly McCarty was the Vendee. The purpose of this estoppel deed is to cancel the Contract, the affect of which is that Kelly McCarty will no longer have any right, title or interest in the property.

The property is encumbered by the Memorandum of Contract described above. The Contract of Sale is in default.

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

The consideration of this transfer is the forbearance of foreclosure against Vendee and forbearance of an action on the debt against Vendee or a deficiency judgment against Vendee and the waiver of the Vendors' right to collect costs, disbursements and attorney's fees, as well as any deficiency balance due from the Vendee only.

By acceptance of this deed, Vendors covenant and agree that they shall forever forbear taking any action whatsoever to collect against Vendee on the promissory note given to secure the Contract of Sale, and that they shall not seek, obtain, or permit a deficiency judgment against Vendee, or his heirs or assigns, such rights and remedies being waived.

Vendee waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and the Contract of Sale described above. Vendee surrenders possession of the real property to Vendors.

Vendee is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Vendors, Vendors' agent or attorney, or any other person.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352

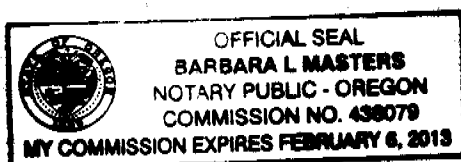
IN WITNESS WHEREOF the Vendee above-named has executed this instrument.

DATED this 12th day of July, 2011.

Kelly McCarty

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 12th day of July, 2011, the above-named Kelly McCarty and acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public for Oregon
My Commission expires: 2-6-13