

WTC 90851

2011-010285

Klamath County, Oregon



00107229201100102850060064

09/12/2011 03:26:56 PM

Fee: \$62.00

After recording return to:
Hershner Hunter, LLP
Attn: Pablo J. Valentine
P. O. Box 1475
Eugene, OR 97440

UNTIL A CHANGE IS REQUESTED,
TAX STATEMENT SHOULD BE SENT
TO:

Washington Federal Savings
PO Box 1179
Albany, OR 97321

Tax Account Nos. 3809-01BD-00100-000, 3809-01BD-00200-000, 3809-01BD-00900-000, 3809-01BD-01000-000, 3809-01BD-01100-000, 3809-01BD-01200-000, 3809-01BD-01300-000, 3809-01BD-01400-000, 3809-01BD-01700-000, 3809-01BD-01800-000, 3809-01BD-01900-000, 3809-01BD-02000-000, 3809-01BD-02100-000, 3809-01BD-02200-000, 3809-01BD-02300-000, 3809-01BD-02400-000

DEED IN LIEU OF FORECLOSURE

Kenneth E. Thomas and Kristin L. Thomas, as husband and wife, Grantor, conveys and warrants to Washington Federal Savings, a United States corporation, Grantee, all of Grantor's interest in the real property described below (the "Property"), free of encumbrances except as set forth herein.

Legal Description: See Exhibit A

Consideration: The true consideration for this conveyance is Grantee's covenants (described in Paragraph 6. below) with respect to collection of indebtedness secured by the Deed of Trust in which Grantor is the borrower, Grantee is the lender, and Chicago Title Insurance Company of Oregon is the trustee, dated October 11, 2006 and recorded in the Klamath County Microfilm Records on October 20, 2006, as Recording No. 2006-021107, as modified by an instrument dated October 16, 2008 and recorded in the Klamath County Microfilm Records on November 12, 2008, as Recording No. 2008-015312, and further modified by instrument dated February 10, 2009 and recorded in the Klamath County Microfilm Records on February 17, 2009 as Recording No. 2009-002386 and further subject to the Additional Advance Agreement recorded in the Klamath County Microfilm Records on July 21, 2009, as Recording No. 2009-009903 (the "Trust Deed").

Grantor covenants that:

1. This deed is absolute in effect and conveys fee simple title to the Property to Grantee, and conveys, transfers and assigns to Grantee any and all rights to possession of the Property and any other rights associated with or appurtenant to the Property, and does not operate as a mortgage, trust conveyance or security of any kind.

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2. Grantor is the owner of the Property free of all encumbrances except for the Trust Deed and as set forth on the attached Exhibit B.

3. Grantor is in default under the Trust Deed. Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption and any statutory rights of redemption concerning the Property and the Trust Deed. Grantee may retain all payments previously made on the secured debt without any duty to provide an accounting.

4. Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence or misrepresentation of Grantee, Grantee's agents or attorneys, or any other person.

5. Upon acceptance of this deed, this deed will not operate to merge the fee simple ownership of the Property and the lien of the Trust Deed. The fee and the lien of the Trust Deed shall remain separate and distinct until Grantee merges those interests by a separate instrument.

6. By acceptance of this deed, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantor on the promissory note secured by the Trust Deed, other than by foreclosure of the Trust Deed, and that in any proceeding to foreclose the Trust Deed, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, Grantor's assigns or successors, nor against any other person who has guaranteed the indebtedness secured by the Trust Deed, such remedies and rights being hereby waived. Grantee shall have accepted this deed only if Grantee has caused this deed to be recorded. Other than set forth in this paragraph, the debt secured by the Trust Deed is not satisfied or forgiven.

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.

[SIGNATURES ON FOLLOWING PAGE]

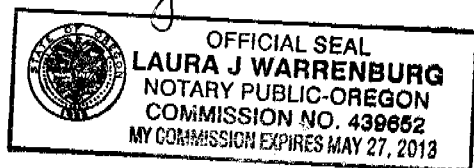
Dated 7-22-11, 2011.

Kenneth E. Thomas
Kenneth E. Thomas

Kristin L. Thomas
Kristin L. Thomas

STATE OF OREGON)
COUNTY OF Deschutes) ss.

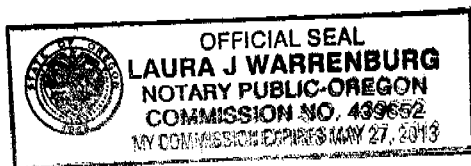
The foregoing deed in lieu of foreclosure was acknowledged before me this 22 day of July, 2011, by Kenneth E. Thomas.



Laura J. Warrenburg
Notary Public for Oregon
My commission expires: 5-27-13

STATE OF OREGON)
COUNTY OF Deschutes) ss.

The foregoing deed in lieu of foreclosure was acknowledged before me this 22 day of July, 2011, by Kristin L. Thomas.



Laura J. Warrenburg
Notary Public for Oregon
My commission expires: 5-27-13

EXHIBIT A

Legal Description

Lots 1 through 8, inclusive, in Blocks 30, 31, 32, 33, 38, 39, 40, 41, 42, 43, 44, 45, 49, 50 and 51, ALSO Lots 1, 2, 3, 4, 7 and 8 in Block 48, EXCEPT those portions lying in US Highway 97 (The Dalles-California Highway) and deeded to the State of Oregon Department of Transportation in Volume M79, Page 14620, Microfilm records of Klamath County all being in FIRST ADDITION TO TERMINAL CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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EXHIBIT B

Exceptions to Title

1. Taxes for the fiscal years 2010-2011 and 2011-2012.
2. Statement contained in Dedication on the face of said plat, as follows:

“...And do hereby for themselves, their assigns and successors, dedicate, donate and convey to the public, for public use forever, the avenues, streets and alleys thereon contained.”
3. Relinquishment of all access contained in Deed to the State of Oregon, by and through its State Highway Commission.

Recorded: June 21, 1979
Volume: M79, page 14620, Microfilm Records of Klamath County, Oregon
4. Development Agreement, subject to the terms and provisions thereof;

Dated: October 12, 2006
Recorded: October 12, 2006
Volume: 2006, page 020492, Microfilm Records of Klamath County, Oregon
By and Between: Klamath Cascade Group, LLC and Harbor View, LLC
5. Short Form Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: October 11, 2006
Recorded: October 20, 2006
Volume: 2006, page 021107, Microfilm Records of Klamath County, Oregon
Amount: \$559,000.00
Grantor: Kenneth E. Thomas and Kristin L. Thomas
Trustee: Chicago Title Insurance Company of Oregon
Beneficiary: Washington Federal Savings., a United States corporation
Loan No: 117207320814-7

The terms of said Trust Deed/Mortgage were modified by instrument;

Dated: October 16, 2008
Recorded: November 12, 2008
Volume: 2008-015312, Microfilm Records of Klamath County, Oregon

The terms of said Trust Deed/Mortgage were modified by instrument;

Dated: February 10, 2009
Recorded: February 17, 2009
Volume: 2009-002386, Microfilm Records of Klamath County, Oregon

Additional Advance Agreement, subject to the terms and provisions thereof;

Recorded: July 21, 2009
Volume: 2009-009903, Microfilm Records of Klamath County, Oregon

6. An easement created by instrument, subject to the terms and provisions thereof,

Dated: July 21, 2008
Recorded: December 22, 2008
Volume: 2008-016702, Microfilm Records of Klamath County, Oregon
By and between: Harborview, LLC, an Oregon limited liability company and
Jamie H. Jackson

7. Creation of Access Agreement created by instrument, subject to the terms and provisions thereof,

Dated: October 18, 2006
Recorded: January 15, 2009
Volume: 2009-000472, Microfilm Records of Klamath County, Oregon
By and between: Harbor Vview, LLC, an Oregon limited liability company and
Washington Federal savings