

1st 1767089

2011-013526

Klamath County, Oregon

After recording return to:
Martina Georgieva
Routh Crabtree Olsen, P.S.
13555 SE 36th St., Suite 300
Bellevue, WA 98006



00111058201100135260040043

12/07/2011 03:04:05 PM

Fee: \$52.00

Mail Tax Statements to:
Federal National Mortgage Association
14221 Dallas Parkway
Dallas, TX 75244

7314.80080/Evans, Mark T. and Sandra K.

**WARRANTY DEED
(Deed in Lieu)**

Grantors, Mark T. Evans and Sandra K. Evans, as tenants by the entirety, convey and specially warrant to Federal National Mortgage Association, Grantee, the following described real property free of encumbrances created or suffered by the Grantors except as specifically set forth herein:

The S1/2 W1/2 Government Lot 14, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, excepting the East 490 feet and excepting a 15 foot roadway off the South side and a 30 foot roadway off the West side, in the County of Klamath, State of Oregon.

Tax Parcel No. R229602

This property is free of liens and encumbrances, EXCEPT: subject to easements, conditions, reservations, covenants, agreements, restrictions, rights of way and declarations of record, if any.

The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust dated November 6, 2008, recorded on November 12, 2008, under File No. 2008-015269, records of Klamath County with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said Deed of Trust, which lien shall remain a first lien upon 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.

The true consideration for this conveyance is \$0.00 and other property or value was either part or the whole consideration.

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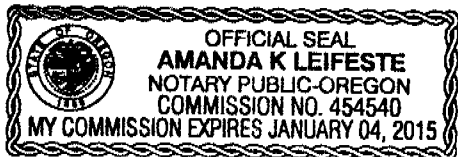
Mark T. Evans
Mark T. Evans

Sandra K. Evans
Sandra K. Evans

STATE OF Oregon)
) ss.:
COUNTY OF Linn)

I certify that I know or have satisfactory evidence that Mark T. Evans is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2011.

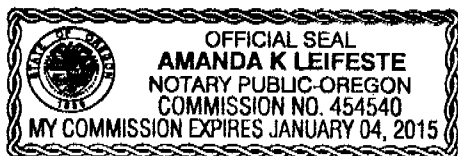


Amandak Leifeste
Printed Name: Amandak Leifeste
Notary Public in and for the State of Oregon
residing at 13914 Clay St SE Albany, OR 97322
My commission expires: January 4, 2015

STATE OF Oregon)
) ss.:
COUNTY OF Linn)

I certify that I know or have satisfactory evidence that Sandra K. Evans is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2011.



Amandak Leifeste
Printed Name: Amandak Leifeste
Notary Public in and for the State of Oregon
residing at 13914 Clay St SE Albany, OR 97322
My commission expires: January 4, 2015

WARRANTY DEED

Mark T. Evans and Sandra K. Evans, as tenants by the
entirety, Grantors
to
Federal National Mortgage Association, Grantee

After recording return to:
Martina Georgieva
Routh Crabtree Olsen, PS
13555 SE 36th St., Suite 300
Bellevue, WA 98006

7314.80080/Evans, Mark T. and Sandra K.

ESTOPPEL AFFIDAVIT

STATE OF Oregon)
) ss.
COUNTY OF Linn)

Mark T. Evans and Sandra K. Evans, as tenants by the entirety, (the "Affiants") being first duly sworn, depose and state:

That the Affiants are the party who made, executed, and delivered that certain Warranty Deed (Deed in Lieu) to Federal National Mortgage Association, conveying the following described property ("Property") in Klamath County, Oregon.

The S1/2 W1/2 Government Lot 14, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, excepting the East 490 feet and excepting a 15 foot roadway off the South side and a 30 foot roadway off the West side, in the County of Klamath, State of Oregon.

Tax Parcel No. R229602

Commonly known as 35933 Agency Lake Loop Road, Chiloquin, Oregon 97624

That the aforesaid Warranty Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee named therein, and was not and is now not intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Affiants as Grantors of the Warranty Deed to convey, and by the Warranty Deed the Affiants did convey, to the Grantee therein all right, title, and interest absolutely in and to the Property; and that possession of the Property has been surrendered to the Grantee;

That in the execution and delivery of the Warranty Deed, Affiants as Grantors were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the Beneficiary's interest under the Deed of Trust encumbering the Property and granted by Affiants herein, to Amerititle as Trustee, and to Mortgage Electronic Registration Systems, inc. ("MERS") as Beneficiary, dated November 6, 2008, and recorded on November 12, 2008 under File No. 2008-015269, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") described herein, or the related documents. The interest transferred by the Warranty Deed is intended to be a separate interest from the beneficial interest or lender's interest under the Deed of Trust.

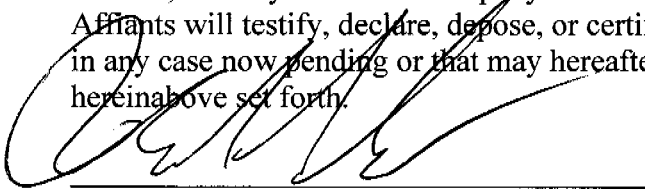
The Warranty Deed was not, and is not given as a preference against any other creditors of the Affiants herein; there is no other person or persons, firms or corporations, other than the Affiants therein named interested, either directly or indirectly in said Property; that Grantors are solvent and have no other creditors whose rights would be prejudiced by such conveyance and that Grantors are not obligated upon any bond or other deed of trust whereby any lien has been


Warranty Deed
Page 3 of 4

created or exists against the Property described in said Warranty Deed.

Consideration for the Warranty Deed is payment to Affiants of the sum of \$0.00 by Grantee, and a covenant not to sue to enforce the promissory note dated November 6, 2008, in the amount of \$155,000.00, or to foreclose the Deed of Trust encumbering the Property; that at the time of making the Warranty Deed, Affiants believed and now believe that this consideration represents the fair value of the Property so deeded.

This affidavit is made for the protection and benefit of the Grantee of said Warranty Deed and First American Title Company which is about to insure the title to the Property in reliance thereon, and any other title company that may hereafter insure the title to the Property; That Affiants will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or that may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

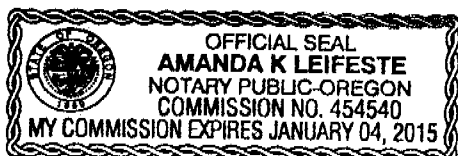

Mark T. Evans

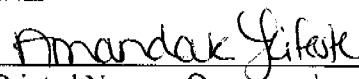

Sandra K. Evans

STATE OF Oregon)
COUNTY OF Linn) ss.

I certify that I know or have satisfactory evidence that Mark T. Evans is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2011.

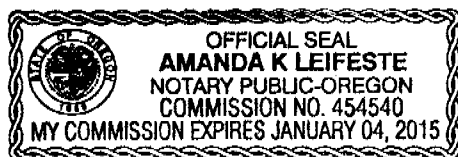


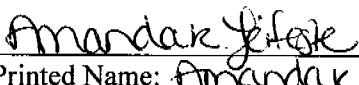

Printed Name: Amanda K. Leifeste
Notary Public in and for the State of Oregon
residing at 1314 Clay St SE, Albany, OR 97322
My commission expires: January 4, 2015

STATE OF Oregon)
COUNTY OF Linn) ss.

I certify that I know or have satisfactory evidence that Sandra K. Evans is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2011.




Printed Name: Amanda K. Leifeste
Notary Public in and for the State of Oregon
residing at 1314 Clay St SE, Albany, OR 97322
My commission expires: January 4, 2015

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ESTOPPEL AFFIDAVIT

Mark T. Evans and Sandra K. Evans, as tenants by the
entirety, Grantors
to
Federal National Mortgage Association, Grantee

Warranty Deed
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