

1st 1647083

2011-014146  
Klamath County, Oregon

RECORDING REQUESTED BY

**First American Title Insurance Company**



12/23/2011 02:29:15 PM

Fee: \$52.00

AND WHEN RECORDED MAIL  
DEED AND TAX STATEMENT TO  
THE BANK OF NEW YORK MELLON  
BANK OF AMERICA HOME LOANS  
ATTN: RECORDS PROCESSING  
400 National Way  
CA6-919-01-09  
Simi Valley, CA 93065

File No. DIL056731 Title Order No. 4668929 Space above this line for recorder's use only

Grantor: Jordan D. Jones and Annette R. Jones, as tenants by the entirety  
Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION  
Commonly Known As: 12590 KENO WORDEN RD, KLAMATH FALLS, OR 97603  
Tax Parcel No.: R621759

## ESTOPPEL AND SOLVENCY AFFIDAVIT

State of OREGON

County of KLAMATH

Jordan D. Jones and Annette R. Jones, as tenants by the entirety, ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Grantee") dated 4-12-2011, encompassing the following described property, to wit:

**Beginning at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 6, Township 40 South, Range 8 East of the Willamette Meridian; thence North 300 feet; thence East to the meander line of the Swamp; same being the Westerly boundary of the C. V. Nelson property; thence Southeasterly along said meander line to the section line between Sections 6 and 7 of said Township and Range; thence West to the place of beginning, Klamath County, Oregon.**

Commonly known as: **12590 KENO WORDEN RD, KLAMATH FALLS, OR 97603**

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the proffered Deed in Lieu of Foreclosure by the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain first Deed of Trust heretofore existing on the property therein and hereinbefore, dated **March 16, 2007** and recorded on **MARCH 26, 2007 RECORDING INFORMATION: 2007-5460**, of the records of **Klamath, Oregon**, executed by **Jordan D. Jones and Annette R. Jones, as tenants by the entirety**, as trustor(s) to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC./COUNTRYWIDE HOME LOANS, INC.**, as beneficiary to **Amerititle** as Trustee and the second Deed of Trust heretofore existing on the property therein and hereinbefore, dated **March 16, 2007** and recorded **MARCH 26, 2007 RECORDING INFORMATION: 2007-5461**, of the records of **Klamath, Oregon**, executed by **Jordan D. Jones and Annette R. Jones, as tenants by the entirety**, as trustor(s) to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC./COUNTRYWIDE BANK FSB** as beneficiary to **Amerititle** as trustee and the cancellations of record of said Deeds of Trust.

That the aforesaid deeds and conveyances were by this Deponent as the result of their request that the Grantee accept such deeds and was their free and voluntary act; that at the time of making said deeds this Deponent considered and still consider that the indebtedness above-mentioned represented a fair value of the property so deeded; that said deeds were not given as a preference against any other creditors of the Deponent or either of them; that as of the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly, in said premises, that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; that Deponent in offering to execute the aforesaid deed to the Grantee therein, and in execution same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said deed, or the agent or attorney or any other representative of the Grantee in said deed; that it was the intention of this Deponent as Grantor in said deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There are no outstanding bill for utilities, unused fuel, gas, electric or sewer.

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

DATED: 4-12-11

By: Jordan D. Jones

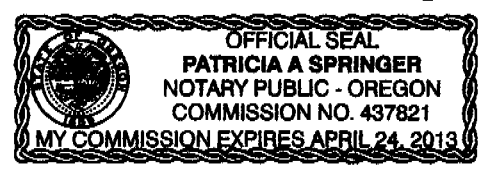
STATE OF Oregon  
COUNTY OF Klamath

On April 12, 2011 before me Patricia A. Springer, a  
Notary Public in and for said county, personally  
appeared, Jordan D. Jones personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Patricia A. Springer  
Notary Public in and for said County and State



DATED: 4-12-11

Annette R. Jones  
By: Annette R. Jones

STATE OF Oregon

COUNTY OF Klamath

On April 12, 2011 before me Patricia A. Springer  
Annette R. Jones, a  
Notary Public in and for said county, personally  
appeared, Annette R. Jones personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Patricia A. Springer  
Notary Public in and for said County and State

