

UTC: 13916-10760

2012-000410  
Klamath County, Oregon



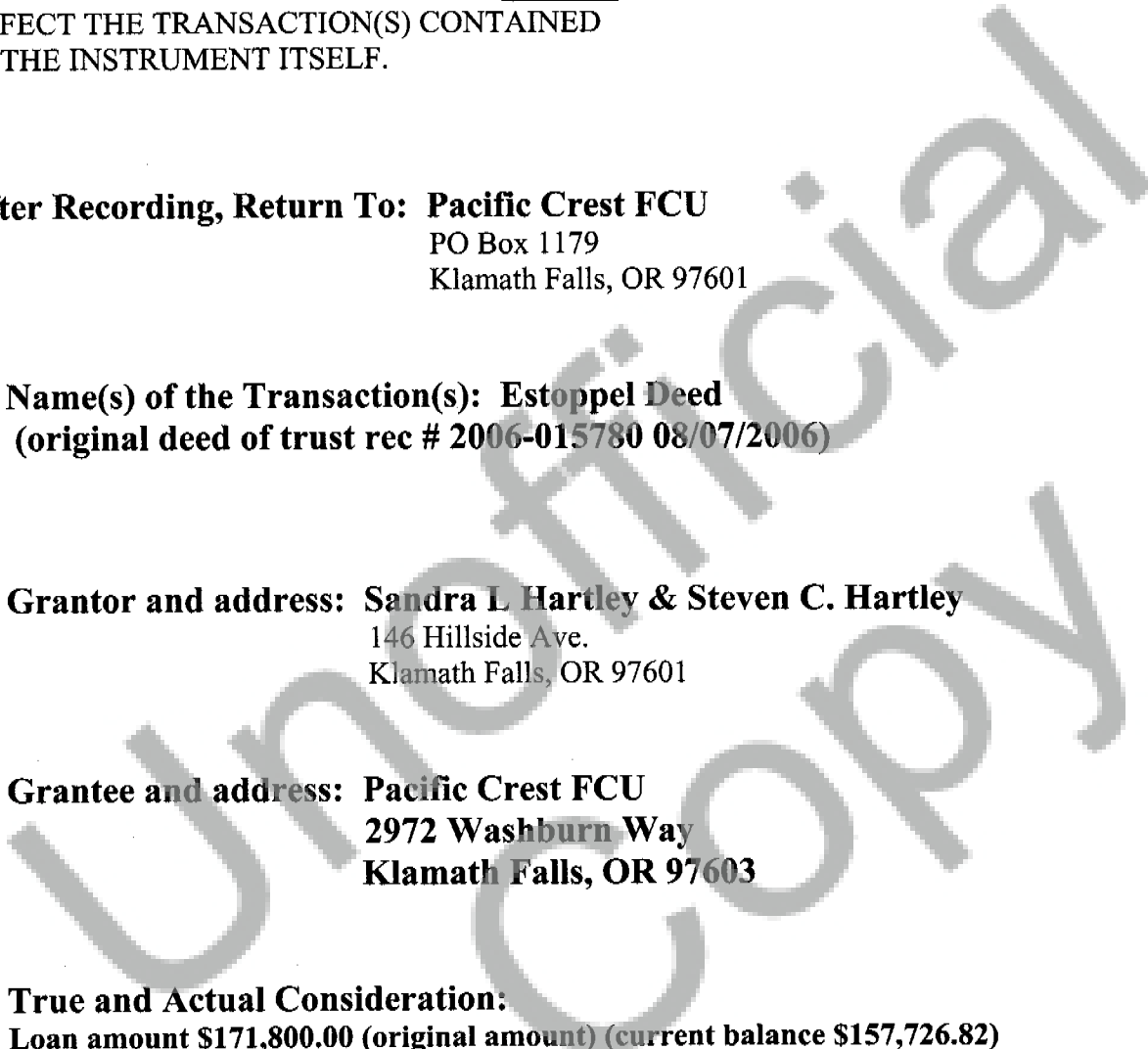
01/18/2012 11:18:14 AM Fee: \$52.00

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**After Recording, Return To: Pacific Crest FCU**  
PO Box 1179  
Klamath Falls, OR 97601

- 1. **Name(s) of the Transaction(s): Estoppel Deed**  
(original deed of trust rec # 2006-015780 08/07/2006)
- 2. **Grantor and address: Sandra L Hartley & Steven C. Hartley**  
146 Hillside Ave.  
Klamath Falls, OR 97601
- 3. **Grantee and address: Pacific Crest FCU**  
2972 Washburn Way  
Klamath Falls, OR 97603
- 4. **True and Actual Consideration:**
- 4. **Loan amount \$171,800.00 (original amount) (current balance \$157,726.82)**



52 amt

**Recordation Requested by:**

PACIFIC CREST FEDERAL CREDIT UNION  
P.O. Box 1179  
Klamath Falls, OR 97601

**After Recording Return to:**

PACIFIC CREST FEDERAL CREDIT UNION  
P.O. Box 1179  
Klamath Falls, OR 97601

**Send Tax Statements to:**

PACIFIC CREST FEDERAL CREDIT UNION  
P.O. Box 1179  
Klamath Falls, OR 97601

**ESTOPPEL DEED IN LIEU OF FORECLOSURE**  
(Non-merger)

**SANDRA L. HARTLEY and STEVEN C. HARTLEY, "Grantor," conveys to PACIFIC CREST FEDERAL CREDIT UNION, "Grantee," the following real property:**

**SEE ATTACHED EXHIBIT A**

Sandra L. Hartley and Steven C. Hartley, executed and delivered to Grantee, Pacific Crest Federal Credit Union, a deed of trust recorded August 7, 2006, at 2006-015780, Klamath County mortgage records, to secure payment of a note in the sum of \$171,800.00. Said 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, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

The true consideration for this conveyance is Grantee's forbearance of foreclosure against Grantor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to said 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 which Grantor may have in connection with the Property and the Trust Deed. The Grantor and Grantor's heirs, successors, and assigns shall be forever estopped from asserting that Grantor had, on the date of the Trust Deed, an estate or interest in the Property less than a fee simple interest in the whole of the Property and this Deed shall pass any and all after-acquired title.

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, as amended, 42 U.S.C. Section 9601, *et seq* ("CERCLA"), 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 indemnity shall survive recording of this Deed and further transfers of the Property.

**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. The debt secured by the Trust Deed shall not be deemed satisfied by this Deed.**



*Exhibit A*

All that portion of Lots 1, 2 and 3, Block 15, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 15; thence Westerly along the South line of said Block 15, a distance of 147.18 feet to the Southwest corner of Lot 3 of said Block 15; thence Northerly along the Westerly line of said Block 15, a distance of 66 feet; thence Easterly a distance of 147.18 feet, more or less, to a point on the Easterly line of said Block 15 which is 66 feet Northerly along said line from the Southeast corner of said Lot 1; thence Southerly along the Easterly line of said Lot 1 a distance of 66 feet to a point of beginning.

CODE 001 MAP 3809-028DC TL 05200 KEY# 375711

Unofficial  
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