

2012-000504

Klamath County, Oregon



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01/20/2012 08:52:25 AM

Fee: \$52.00

Direct Party :

Springleaf Financial Services
235 E. Barnett Rd., Ste. 107
Medford, OR 97501

AFTER RECORDING RETURN TO:

ANDERSON & MONSON, PC
8625 SW Cascade Avenue, Suite 450
Beaverton, Oregon 97008

Indirect Party :

Cheryl Stransky
2001 Reclamation Ave
Klamath Falls, OR 97601

**SEND ALL TAX STATEMENTS
TO:**

Springleaf Financial Services, Inc.
Attn: Jason Hemming, Manager
235 E. Barnett Road, Suite 107
Medford, Oregon 97501

NON-MERGER DEED IN LIEU OF FORECLOSURE

Cheryl L. Stransky ("Grantor") does hereby convey to Springleaf Financial Services, Inc., formerly known as American General Financial Services, Inc., dba American General Financial Services (DE), Inc. ("Grantee"), the following real property located in Klamath County, State of Oregon ("Property"):

Lot 21 of POOLE HOMESITES, a resubdivision of the South 270 feet of Tracts 22, 23, and 24 and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

The true consideration for this instrument is zero (\$0.00) dollars but includes other valuable consideration, including conveyance of the Property in lieu of foreclosure.

This deed does not constitute a merger of the fee ownership and the lien of that trust deed dated September 25, 2006 and recorded on September 29, 2006 as document number 2006-019659 in the official records of Klamath County, Oregon. The fee title to the Property and the lien of the trust deed shall hereafter remain separate and distinct until Grantee causes the trust deed to be reconveyed. Grantee takes the Property subject to all prior liens. Grantee does not assume any prior liens or the obligations secured by the Property. To the extent Grantor is in possession of the Property, Grantor agrees to vacate the Property at such time this deed is recorded. If Grantor remains in possession of the Property after this deed is recorded, Grantor will be a tenant at sufferance and Grantee may proceed to obtain possession of the Property by any lawful means including any action pursuant to ORS 105.110.

2 - NON-MERGER DEED IN LIEU OF FORECLOSURE

Company or Agent: Springleaf Financial Services, Inc., formerly known as American General Financial Services, Inc., dba American General Financial Services (DE), Inc.
Order No. 0091629 Report No. 2

AFFIDAVIT AND ESTOPPEL CERTIFICATE
(Non-Merger Deed in Lieu of Foreclosure)

I, Cheryl L. Stransky, being first duly sworn, depose and say that:

1. I am the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to Springleaf Financial Services, Inc., formerly known as American General Financial Services, Inc., dba American General Financial Services (DE), Inc. (herein "the Grantee") conveying the following described Klamath County property (herein "the Property"), to wit:

Lot 21 of POOLE HOMESITES, a resubdivision of the South 270 feet of Tracts 22, 23, and 24, and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2. I make this Affidavit for and on behalf of Grantor pursuant to appropriate resolution that duly authorized the Deed.
3. The Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed (herein "the Trust Deed") dated September 25, 2006 and recorded on September 29, 2006 as document number 2006-019659 records of Klamath County, Oregon. At the time of making the Deed, Grantor was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value for the Property.
4. This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.

5. The undersigned affiant 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 facts and representations contained in this Affidavit and Estoppel Certificate.
6. The undersigned affiant has executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.

State of Oregon, County of Klamath :

Cheryl Stransky
Cheryl Stransky

SUBSCRIBED AND SWORN TO before me this 28th day of December, 2011.

Kay Heath
Notary Public for Oregon
My commission expires: 10-27-14



Clients\108\117\stransky.estoppel.cert