

2012-000682

Klamath County, Oregon



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01/26/2012 10:09:44 AM

Fee: \$52.00

Recording Cover Sheet
All Transactions (ORS 205.234)

After Recording Return To:

David B. Mills, Esq.
115 W. 8th Ave., Suite 390
Eugene, OR 97401

Mail Tax Statements To:

Thomas A. Huntsberger, Trustee
870 W. Centennial Blvd.
Springfield, OR 97477

1. Name / Title of Transaction (ORS 205.234 (1a))

Deed in Lieu of Foreclosure

2. Grantor / Direct Party Name and Address (ORS 205.125 (1b), 205.160 & 205.234 (1b))

Dustin Kautzman and Amber Kautzman
4000 Round Lake Rd., Unit 58
Klamath Falls, OR 97601-9025

3. Grantee / Indirect Party Name and Address (ORS 205.125 (1b), 205.160 & 205.235 (1b))

Thomas A. Huntsberger, Trustee of the Bankruptcy Estate of Inter-City Sales, Inc.
870 W. Centennial Blvd.
Springfield, OR 97477

4. True and Actual Consideration (ORS 93.030)

consideration is value other than money

5. If this instrument is being re-recorded, complete the following statement (ORS 205.244)

Re-recorded at the request of _____
to correct _____
Previously recorded in Book _____ and page _____ or DN _____

THIS SPACE FOR COUNTY USE ONLY:

After recording, return to: David B. Mills Attorney at Law 115 W. 8 th Ave., Suite 390 Eugene, OR 97401	Until a change is requested, send all tax statements to: Thomas A. Huntsberger, Trustee 870 W. Centennial Springfield, OR 97477
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The true consideration for this Deed is Grantee effecting a release of the right of Grantee to seek a judgment against Dustin Kautzman and Amber Kautzman.

DEED IN LIEU OF FORECLOSURE

Dustin Kautzman and Amber Kautzman, as tenants by the entirety, Grantors, for the consideration hereafter stated, hereby grant, bargain, sell, convey and warrant unto **Thomas A. Huntsberger, Trustee of the Bankruptcy Estate of Inter City Sales, Inc., US Bankruptcy Court, District of Oregon, Case No. 09-67104-tmb7, Grantee**, and Grantee's successors and assigns, all of that certain real property with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, and free of encumbrances except of record, situated in Lake County, Oregon, described as follows:

In the County of Lake, State of Oregon, as follows:

Lot 1 located in Scotts Creek Estates Phase One, a subdivision located in the SE1/4 of Section 6 and the NE1/4 of Section 7, Township 40 South, Range 18 East of the Willamette Meridian, as filed in Lake County Records, Oregon and as amended by Surveyor's Map No. 5964, filed November 19, 2004 in the Surveyors Office.

The tax account number is 18620.

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

This deed does not effect a merger of the fee ownership and the lien created by the:

Deed of Trust dated January 14, 2008, recorded January 18, 2008 at Book 158, Page 211, Lake County Mortgage Records, Oregon, by Dustin R. and Amber D. Kautzman, Grantor, and Western Mortgage, Beneficiary. [the Trust Deed]

The fee interest and lien interest shall hereafter remain separate and distinct until such time as Grantee elects.

Grantors represent, warrant and agree that they are not under any misapprehension as to the effect of this deed nor under any duress, undue influence or misrepresentation by Grantee, Grantee's agents, attorneys, employees, directors, or any other person, and the property is free and clear of encumbrances, except as of record.

1 - DEED IN LIEU OF FORECLOSURE

The Trust Deed secures a promissory note in an amount not less than \$45,000 principal and accrued and accruing interest, late charges, expenses, and for Grantee's additional attorneys' fees, costs, and disbursements incurred as a result of the default in accordance with the terms of the Note and Trust Deed. Grantee, by acceptance of this Deed, covenants and agrees that he will forever forbear from taking any action whatsoever against Grantors pursuant to the note and Trust Deed and agrees not to pursue any deficiency against Grantors. Grantee reserves the right to foreclose the Trust Deed as to interest holders other than Grantors or take such other action as Grantee deems appropriate to perfect its interest in the property the subject hereof. This Deed shall be effective only upon the written acceptance by Grantee below and the recording of this Deed by Grantee.

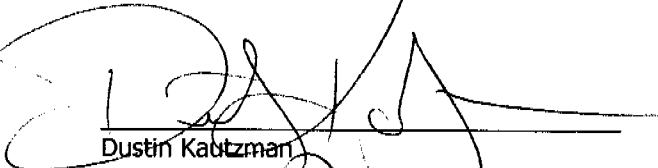

Grantors acknowledge and agree that Grantors are in default under the terms of the obligations to Grantee described hereinabove and that those obligations are subject to immediate foreclosure.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 190.301 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.

In construing this Deed and where the context so requires, the singular includes the plural and all grammatical changes shall be applied to make the provisions apply equally to all individuals, parties, and entities.

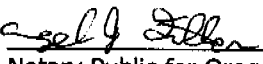
Grantors acknowledge and agree that this document was prepared by the attorney for the Grantee, and agree that this document will not be construed in accordance with any rules of interpretation or construction which in any manner favors the Grantor including, without limitation, the rule that any ambiguity in this document will be construed against the drafter. In addition, the Grantors acknowledge their right and ability to seek legal counsel to have this document and the procedure described within it reviewed and have reviewed this document with their attorney.

Dated this 11 day of July, 2012.

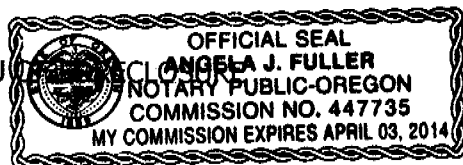

Dustin Kautzman

Amber Kautzman

STATE OF OREGON)
) ss.
County of Clatsop)

Before me on this 11 day of January, 2012, personally appeared Dustin Kautzman and Amber Kautzman who on oath stated that this deed in lieu of foreclosure is their voluntary act and deed.


Notary Public for Oregon
My Commission Expires: 4/3/14

2 - DEED IN LIEU



ACCEPTANCE

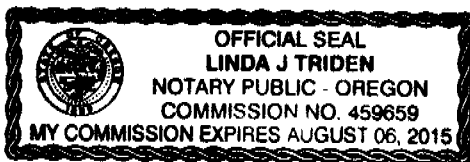
The above Deed is hereby accepted by Thomas A. Huntsberger, Trustee.

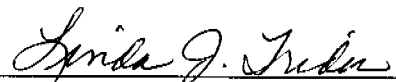
Bankruptcy Estate of Inter City Sales, Inc.,
US Bankruptcy Court, District of Oregon,
Case No. 09-67104-tmb7


Thomas A. Huntsberger, Trustee

STATE OF OREGON)
) ss.
County of Lane)

Before me on this 19th day of JANUARY, 2012, personally appeared the above named Thomas A. Huntsberger, who acknowledged that he is the Trustee of the bankruptcy estate of Inter City Sales, Inc. and that the acceptance of the foregoing instrument is his voluntary act and deed.




Notary Public for Oregon
My Commission Expires: 8-6-15