

WTC 1394-10765

2012-000887

Klamath County, Oregon



00113117201200008870040048

01/30/2012 03:22:36 PM

Fee: \$52.00

When Recorded Return to:

P. Vince Martinez  
SVP Sr. Credit Officer  
Northwest Bank  
4900 Meadows Road, Suite 410  
Lake Oswego, Oregon 97035

After recording, all tax  
statements shall be sent to:

Northwest Bank  
4900 Meadows Road, Suite 410  
Lake Oswego, Oregon 97035

Richard Marken  
61178 Ridgeway Loop  
Bend, OR 97702

**NONMERGER DEED IN LIEU OF FORECLOSURE**  
(Statutory Form Warranty Deed)

**RICHARD MARKEN**, Grantor, hereby conveys and warrants to  
**NORTHWEST BANK**, Grantee, the real property located in Klamath County, Oregon, legally  
described as follows:

Lots 1 and 2, of TRACT 1318-GILCHRIST TOWNSITE, according to the  
official plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon

free of encumbrances except for the following: unpaid real property taxes for tax years 2008-  
2009 forward; easements, regulations, ordinances, and agreements of record as of February 9,  
2009; and liens in favor of Grantee.

The true and actual consideration for this conveyance consists of value other than  
monetary consideration. This deed is given in lieu of foreclosure of the Trust Deed describing  
the real property, dated May 23, 2008, and recorded on May 28, 2008, as Document No. 2008-  
007732, in the records of Klamath County, Oregon, as amended (the "Trust Deed"). Grantee, as  
the assignee of Cascade Capital Partners, Inc., is the holder of the beneficial interest in the Trust  
Deed. The obligations of Grantor secured by the Trust Deed, however, are not satisfied by this  
Nonmerger Deed in Lieu of Foreclosure.

Neither Grantor nor Grantee intends that this conveyance constitute a merger of  
the Grantee's interest under the Trust Deed with the fee title conveyed herein to Grantee, and it is  
the intention of the parties that the real property shall remain subject to the lien of the Trust  
Deed.

Grantor further represents and warrants to Grantee that:

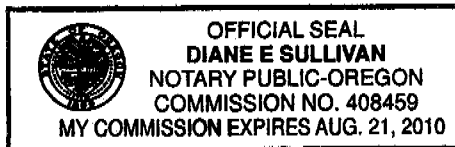
52Amf

Dated this 20<sup>th</sup> day of ~~July~~ <sup>August</sup>, 2009.

  
Richard Marken

STATE OF OREGON )  
COUNTY OF Douglas ) ss

Signed and sworn to before me on this 20<sup>th</sup> day of August, 2009, by Richard Marken



Donna E. Lee  
Notary Public for the State of Oregon

**AMERITITLE** has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its extent upon the title to any real property that may be described therein.

**DEED IN LIEU  
ESTOPPEL AFFIDAVIT**

Richard Marken, being first duly sworn, depose and say:

1. He is the individual who made, executed, and delivered that certain Nonmerger Deed in Lieu of Foreclosure (the "Deed") to NORTHWEST BANK ("Grantee"), of even date herewith, conveying the real property described as: Lots 1 and 2, of TRACT 1318 – GILCHRIST TOWNSITE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (the "Premises");
2. That the Deed was intended to be and was an absolute conveyance of the title to the Premises to Grantee, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the grantor in the Deed and by the Deed Richard Marken did convey to Grantee therein all of his right, title, and interest absolutely in and to the Premises; that possession of the Premises has been surrendered to Grantee;
3. That the Deed was not given as a preference against any other creditors; that Richard Marken has no other creditors whose rights would be prejudiced by such conveyance, and that there is no other agreement or mortgage whereby any lien has been created or exists against the Premises described in the Deed except for any liens in favor of Grantee;
4. That in the execution and delivery of the Deed, Richard Marken was not acting under any misapprehension as to the effects thereof, and acted freely and voluntarily, and was not acting under coercion or duress;
5. That the consideration for the Deed was the conversion of the obligations of Richard Marken to Grantee, as assignee of Cascade Capital Partners, Inc., to be nonrecourse, as set forth in the Agreement of even date herewith among Richard Marken and Grantee pertaining to the indebtedness secured by that certain Trust Deed encumbering the Premises, dated May 23, 2008, and recorded on May 28, 2008, as Document No. 2008-007732, in the records of Klamath County, Oregon, that at the time of making the Deed, Richard Marken believed, and now believe, that the aforesaid consideration received for the Deed constitutes reasonably equivalent value for the Premises;
6. That this estoppel affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all who may acquire an interest in the Premises; that the undersigned will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth;

- This conveyance is not intended to hinder, delay or defraud any entity to which Grantor is or shall become indebted on or after the date of this conveyance;
- Grantor has received reasonably equivalent value by way of avoidance of foreclosure in exchange for this conveyance; and
- Neither Grantor nor Grantee intend this deed to be a mortgage, trust or security instrument of any kind.

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. 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.


DATED this 20 day of August, 2009.

RICHARD MARKEN

  
Richard Marken

STATE OF OREGON )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on August 20, 2009, by Richard Marken

  
Notary Public for Oregon  
My commission expires: 8/21/10

