

WTC 9290p

2012-002319

Klamath County, Oregon



00114795201200023190080084

03/05/2012 10:01:42 AM

Fee: \$72.00

AFTER RECORDING RETURN TO:

WITHERSPOON • KELLEY

Attn: Bonnie L. Moore

422 West Riverside Avenue, Ste 1100

Spokane, WA 99201-0390

**DOCUMENT TITLE:**

**WARRANTY DEED (In Lieu of Foreclosure)**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**Instrument No.: 2007-008870**

**GRANTOR:**

**Angela Suty, Personal Representative of the Estate of Allen Dean Ezell**

**c/o Donald R. Crane, Esq.**

**37070 Highway 62**

**Chiloquin, OR 97624**

**GRANTEE/BENEFICIARY:**

**Sterling Savings Bank**

**111 N. Wall Street**

**Spokane, WA 99201**

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:**

**3809-028BB-01600-000**

729mt

WTC 92904

Send tax statements to, recording  
requested by and when recorded  
please return to:

Sterling Savings Bank  
111 N. Wall Street  
Spokane, WA 99201  
Attn: Janet Rabel-Workman

**Document Title:** Warranty Deed in Lieu of Foreclosure

**Grantor:** Angela Suty, Personal Representative of  
the Estate of Allen Dean Ezell

**Grantee:** Sterling Savings Bank

**Legal Description:** A portion of Lot 15 and all of Lots 16 and 17 in Block 7  
**HILLSIDE ADDITION**

**Tax Account No.** 3809-028BB-01600-000

**WARRANTY DEED**  
**(In Lieu of Foreclosure)**

THE GRANTOR, Angela Suty, Personal Representative of the Estate of Allen Dean Ezell, for and in lieu of foreclosure of Grantor's interest in and to the real property described herein, grants, bargains, sells, conveys, confirms, warrants and deeds to Grantee, Sterling Savings Bank, whose address is 111 N. Wall Street, Spokane, Washington 99201, its successors and assigns forever, the following described real property, situated in the County of Klamath, State of Oregon, together with all after acquired title of the Grantor therein:

Lots 16 and 17 in Block 7 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

ALSO a portion of Lot 15, Block 7 in HILLSIDE ADDITION to the City of Klamath Falls, described as follows:

Beginning at the Southeast corner of said Lot 15; thence Southwesterly along the Southeasterly boundary of Lot 15 a distance of 4.0 feet; thence North 15°04' East 37.4 feet to a point on the Northeasterly boundary of said Lot 15; thence Southeasterly along

the Northeasterly boundary of said Lot 15, 37.0 feet to the point of beginning.

ALSO that portion of Lot 15 in Block 7 of HILLSIDE ADDITION to the City of Klamath Falls, described as follows:

Beginning at the Northeast corner of said Lot 15; thence West along the South line of Van Ness Avenue 18 feet; thence Southeasterly to a point on the Northeasterly boundary of said Lot 15 which point is 42.0 feet Southeasterly from the Northeast corner of said Lot 15; thence Northwesterly along the Northeasterly boundary of said Lot 15, 42.0 feet to the point of beginning.

ALSO the Northwesterly one-half of that portion of vacated Lawrence Street adjacent to said Lot 17 and the Northeasterly 10 feet of Lot 16

(the "Property").

At the time of execution of this Deed, Grantor is seized of the estate in the above-described Property and warrants and will defend the title to the Property against all persons who may lawfully claim the same. Further, at the time of the delivery of this Deed the Property is free from encumbrances except as specifically set forth in Exhibit A attached hereto ("Permitted Exceptions").

This Deed is an absolute conveyance of title, in effect and form. This Deed is not intended as a mortgage, trust conveyance or security of any kind. The title and interest hereby conveyed shall not merge with the lien of that certain Deed of Trust recorded in Volume No. M04, page 43559, Microfilm Records of Klamath County and the lien of that certain Deed of Trust recorded in Volume No. 2007-008870, Microfilm Records of Klamath County, Oregon (the "Deeds of Trust"), and said Deeds of Trust, and any modification thereto, shall be released only by reconveyance at the request of the beneficiary thereunder. Delivery, acceptance, and recordation of this Deed shall not limit or impair Grantee's right to foreclose the Deeds of Trust as against any lien, claim, interest, or encumbrance subordinate or junior to said Deeds of Trust.

The consideration for this Deed is the release of all liability owed by Grantor to Grantee pursuant to the foregoing Deeds of Trust and the terms of the note(s) or other loan documents secured thereby (collectively, the "Loan"). By accepting and recording this Deed, Grantee releases and discharges the Grantor and all guarantors of Grantor's obligations under the Loan.

Grantor hereby waives, surrenders, conveys and relinquishes to Grantee any equity of redemption. Grantor further conveys to Grantee all statutory rights of redemption in respect to the Property arising under any sheriff's sale pursuant to any judgment. Grantor acknowledges that Grantor has executed and delivered this Deed voluntarily and that Grantor is not acting under any misapprehension, fraud, undue influence or duress.

**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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND WARRANTY DEED (IN LIEU OF FORECLOSURE)**

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. ORS 93.040(1).

Dated this 28 day of February, 2012.

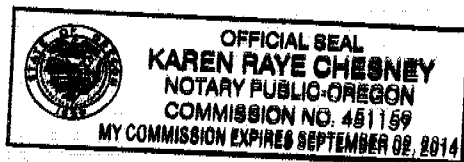
Estate of Allen Dean Ezell

By Angela D. Suty  
Angela Suty, Personal Representative

STATE OF Oregon )  
County of Klamath ) ss

On this 28 day of February, 2012, before me, Karen Raye Chesney notary public, personally appeared Angela Suty, to me known to be the Personal Representative of the Estate of Allen Dean Ezell who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed as Personal Representative of the Estate of Allen Dean Ezell and for the uses and purposes therein mentioned and on oath stated that she is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Karen Raye Chesney  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Klamath Falls, OR  
My commission expires: 9-2-14

Exhibit A  
Permitted Exceptions to Property

None

After recording mail to:

Sterling Savings Bank  
111 N. Wall Street  
Spokane, WA 99201  
Attn: Janet Rabel-Workman

### ESTOPPEL AFFIDAVIT

THIS ESTOPPEL AFFIDAVIT is made this 28 day of February, 2012 by Angela Suty, Personal Representative of the Estate of Allen Dean Ezell (hereinafter referred to as "Grantor") for the benefit of STERLING SAVINGS BANK, (herein after referred to as "Grantee.")

### WITNESSETH:

On July 1, 2004, Allen Dean Ezell executed and delivered to Grantee a promissory note in the principal sum of \$22,604.43. The sums owing on the promissory note are secured by a Deed of Trust duly recorded in the office of the Recorder of Klamath County, Oregon, under Volume No. M04, page 43559, Microfilm Records. On May 14, 2007, Allen Dean Ezell executed and delivered to Grantee a promissory note in the principal amount of \$154,500.00. The sums owing on the promissory note are secured by a Deed of Trust duly recorded in the office of the Recorder of Klamath County, Oregon, under Volume No. 2007-008870, Microfilm Records. Said Deeds of Trust encumber the real estate situate in the County of Klamath, State of Oregon, legally described in Exhibit "A" attached hereto (the "Property").

Grantor is the successor in interest to Allen Dean Ezell, following his death and Grantor's appointment as Personal Representative in Klamath County Circuit Court, Probate No. 0901740CV. The Grantor is in default in the payment due on said Notes and is unable to meet the obligations of said Notes and Deeds of Trust according to the terms thereof.

The Grantor is the party who made, executed and delivered that certain Warranty Deed to Grantee, of even date herewith, conveying the Property to Grantee. The Grantor hereby acknowledges, agrees and certifies that the aforesaid Warranty Deed is an absolute conveyance of all the Grantor's right, title and interest in and to the Property together with all buildings thereon and appurtenances thereunto belonging or appertaining, and also a conveyance, transfer and assignment of the Grantor's right and possession, rentals and equity of redemption in and to the Property. The value of the Property is not in excess of the amount of said indebtedness outstanding. In consideration of the premises thereof, and in consideration of such conveyance, Grantor will receive a full and complete release of *in personam* liability under the Notes and

Deeds of Trust. The Property shall remain encumbered by the Notes and Deeds of Trust and any junior liens shall be subject to foreclosure.

Grantor hereby acknowledges that said Warranty Deed was given voluntarily by Grantor to Grantee in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Grantor or Grantee, and was not given as a preference against any other creditors of said Grantor. Said deed of conveyance shall be and is hereby intended and understood to be an absolute conveyance and conditional sale with full extinguishment of the Grantor's equity of redemption, and with full release of all the Grantor's right, title and interest of every character in and to the Property. The Warranty Deed is a non-merger deed. Said deed of conveyance shall not restrict the right of Grantee to institute foreclosure proceedings if Grantee so desires.

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

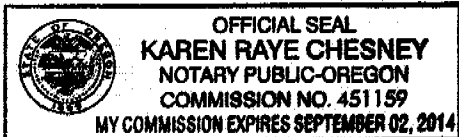
Estate of Allen Dean Ezell

By: Angela Suty  
Angela Suty, Personal Representative

STATE OF Oregon )  
County of Klamath ) ss

On this 28 day of February, 2012, before me, Karen Raye Chesney, a notary public, personally appeared Angela Suty, to me known to be the Personal Representative of the Estate of Allen Dean Ezell who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed as Personal Representative of the Estate of Allen Dean Ezell and for the uses and purposes therein mentioned and on oath stated that she is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Karen Raye Chesney  
NOTARY PUBLIC in and for the State of Oregon, residing at Klamath Falls, OR  
My commission expires: 9-2-14

Exhibit "A"

Lots 16 and 17 in Block 7 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

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Tax Account No. 3809-028BB-01600-000