

1st 1837229
2012-003259

Klamath County, Oregon



00115938201200032590070079

03/28/2012 03:34:30 PM

Fee: \$67.00

AFTER RECORDING RETURN TO:

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

**SEND ALL TAX STATEMENTS
TO:**

Rivermark Community Credit Union
Attn: Collection Department
PO Box 1418
Beaverton, Oregon 97075

NON-MERGER DEED IN LIEU OF FORECLOSURE

David S. Johnson and Suzanne Southerland, husband and wife (collectively "Grantor") do hereby convey to Rivermark Community Credit Union ("Grantee"), the following real property located in Klamath County, State of Oregon ("Property"):

See Exhibit "A" attached hereto and by this referenced incorporated herein

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 November 30, 2007 and recorded on December 4, 2007 as 2007-020281 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 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.

Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption and statutory right of redemption with respect to the Property.

Grantor warrants that the Property is bare vacant land and that no tenants or other persons or entities have any claim to possession of the Property.

By recording this deed, Grantee agrees that it will forever forbear taking any action whatsoever to collect against the Grantor on the indebtedness secured by the Property, other than by foreclosure of any lien which Grantee may have and that in any proceeding, Grantee will not seek or obtain a deficiency judgment, costs or attorneys fees. Other than as set forth in this paragraph, the debt secured by the Property is not satisfied or forgiven.

Grantee shall be entitled to possession of the Property immediately upon recording of this deed and Grantor shall have no claim or right to possession of the Property after the date this deed is recorded.

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 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.

DATED: 3-16, 2012

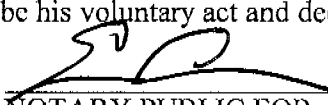

David S. Johnson

STATE OF OREGON)

County of Multnomah)

ss.

Personally appeared before me this 16 day of 3, 2012, David S. Johnson and acknowledged the foregoing to be his voluntary act and deed.


NOTARY PUBLIC FOR
My Commission Expires: Oregon May 17 2015

SIGNATURES CONTINUE ON NEXT PAGE

2 - NON-MERGER DEED IN LIEU OF FORECLOSURE

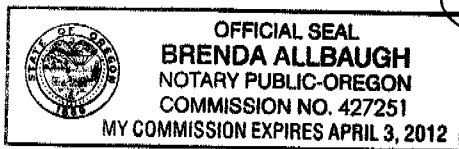


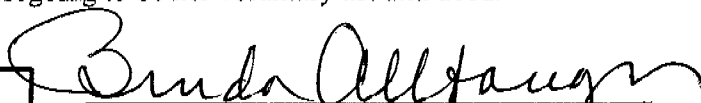
DATED: 3-22, 2012.


Suzanne Southerland

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared before me this 22 day of March, 2012, Suzanne Southerland, and acknowledged the foregoing to be her voluntary act and deed.




NOTARY PUBLIC FOR Oregon
My Commission Expires: 4-3-2012

clients\169\419\johnson.deed.in.lieu

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

All that portion of the following described property which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW 1/4 SW 1/4) of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said line being midway between said North and South lines: Beginning at the Northwest corner of Lot 2 (SW 1/4 SW 1/4) of Section 32; thence East along the North lot line to the most Westerly line of Block 9 of Lakeside 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; thence Southeasterly along said Westerly line to the Southwest corner of Lot 4 in said Block 9; thence Northeasterly along the South line of said Lot 4 and of South Georgia Street 150 feet, more or less, to the Southwest corner of Lot 4 in Block 8 of Lakeside Addition; thence Southeasterly along the Easterly line of South Georgia Street extended 250 feet; thence Northeasterly at right angles to said Georgia Street 100 feet, more or less, to the Westerly line of South Rogers Street; thence Southeasterly along Rogers Street 50 feet; thence Southwesterly at right angles to said Street 100 feet; thence Southeasterly parallel to and 100 feet from said Rogers Street 420 feet; thence Northeasterly at right angles 100 feet to the Westerly line of South Rogers Street extended; thence Northwesterly along said line 60 feet; thence Northeasterly 50 feet, more or less, to the Southwest corner of Lot 22 in Block 7 of Lakeside Addition; thence Southeasterly along the Easterly line of said South Rogers Street extended to the South line of Section 32; thence Westerly along said section line to the Southwest corner of Section 32; thence North along the section line between Sections 31 and 32 to the point of beginning. SAVING AND EXCEPTING all that portion of Lot 13 in Block 9 of vacated Lakeside Addition to the City of Klamath Falls, Oregon, which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW 1/4 SW 1/4) Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said line being midway between said North and South lines. TOGETHER WITH any interest the first party may have in and to the following described property: All that portion of Lot 13 in Block 9 of vacated Lakeside Addition to the City of Klamath Falls, Oregon which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW 1/4 SW 1/4) Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said line being midway between said North and South lines, more particularly described as follows: Beginning at the Southeast corner of Lot 4 Block 9 Lakeside Addition to the City of Klamath Falls; thence Southeasterly along the Southwesterly boundary of South Georgia Street, extended 480 feet, more or less, to the Northeast corner of vacated Lot 13, Block 9, Lakeside Addition; thence Southwesterly 100 feet to the Northwest corner of said vacated lot; thence Southeasterly 60 feet to the Southwest corner of said vacated Lot; thence Northeasterly 100 feet to the Southeast corner of said vacated Lot 13; thence Northwesterly 60 feet to the point of beginning.

Tax Parcel Number: R631025

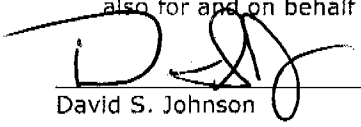
Company or Agent: Rivermark Community Credit Union
Order No. 7029-1837229

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

State of Oregon, County of _____:


We, David S. Johnson and Suzanne Southerland, husband and wife, being first duly sworn, depose and say that:

- (1) We are the grantors (herein collectively "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to Rivermark Community Credit Union (herein "the Grantee") conveying the following described property (herein "the Property"), to wit: See Exhibit "A" attached hereto and by this reference incorporated herein
- (2) We 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 November 30, 2007, recorded on December 4, 2007 as number 2007-020281, 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.

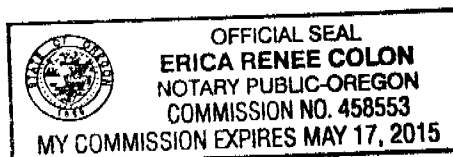


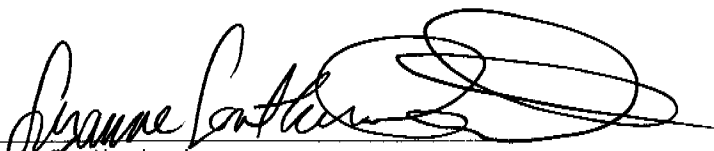
David S. Johnson

SUBSCRIBED AND SWORN TO before me this 16 day of March, 2012



Notary Public for Oregon
My commission expires: May 17 2015




Suzanne Southerland

SUBSCRIBED AND SWORN TO before me this 22 day of March, 2012



Notary Public for Oregon

My commission expires: 4-3-2012



Clients\169419\johnson.affidavitandestoppel.ccr1

Exhibit "A"

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Tax Parcel Number: R631025