

MTC 1396-10809

2012-003656

Klamath County, Oregon



00116397201200036560090092

04/09/2012 03:13:56 PM

Fee: \$77.00

AFTER RECORDING RETURN TO:

PremierWest Bank
1463 E. McAndrews Road, Suite 3
Medford, Oregon 97504

SEND ALL TAX STATEMENTS TO:

PremierWest Bank
Attn: Collection Department
1463 E. McAndrews Road, Suite 3
Medford, Oregon 97504

NON-MERGER DEED IN LIEU OF FORECLOSURE

Bill M. Walley and Kristine G. Kahn-Walley, as tenants by the entirety (collectively "Grantor") do hereby convey to PremierWest Bank ("Grantee"), the following real property located in Klamath County, State of Oregon ("Property"):

Lot 919, RUNNING Y RESORT, PHASE 11, FIRST ADDITION, 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 16, 2009 and recorded on September 23, 2009 as 2009-012560 in the official records of Klamath County, Oregon and modified by a Modification of Deed of Trust recorded on October 5, 2010 as 2010-011798 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.

1 - NON-MERGER DEED IN LIEU OF FORECLOSURE

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

THAND

Grantor warrants that the Property is vacant 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 against Grantor. 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: March 21, 2012.

Bill M. Walley
Bill M. Walley

STATE OF _____)
County of _____) ss.

see attached

Personally appeared before me this _____ day of _____, 2012, and Bill M. Walley acknowledged the foregoing to be his voluntary act and deed.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

SIGNATURES CONTINUE ON NEXT PAGE

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Stanislaus)

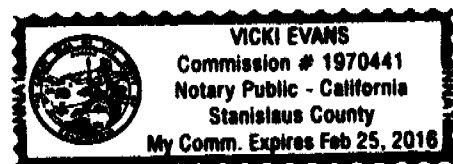
On 3/21/2012 before me, Vicki Evans, Notary Public,
Date (here insert name and title of the officer)
personally appeared Bill M. Walley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity ~~(ies)~~, and that by his/~~her~~/their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vicki Evans
Signature of Notary Public



Place Notary Seal Above

DATED: March 21, 2012.

Kristine G. Kahn-Walley
Kristine G. Kahn-Walley

STATE OF _____)
County of _____) ss.

See attached

Personally appeared before me this _____ day of _____, 2012, Kristine G. Kahn-Walley and acknowledged the foregoing to be her voluntary act and deed.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

clients\671\000\walley.deed.in.lieu

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Stanislaus)

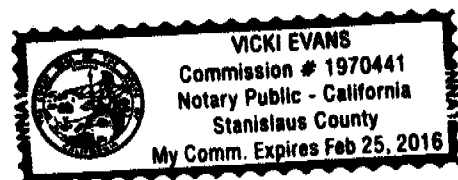
On 3/21/12 before me, Vicki Evans, Notary Public,
Date (here insert name and title of the officer)
personally appeared Kristine G. Kam-Walky
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vicki Evans
Signature of Notary Public



Place Notary Seal Above

Company or Agent: PremierWest Bank
Order No. 0091872

AFFIDAVIT AND ESTOPPEL CERTIFICATE

(Non-Merger Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath Falls County Bonus
We, Bill M. Walley and Kristine G. Kahn-Walley, being first duly sworn, depose and say that: KH K-W

- (1) We are the grantors (herein collectively "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to PremierWest Bank (herein "the Grantee") conveying the following described property (herein "the Property"), to wit: Lot 919, RUNNING Y RESORT, PHASE 11, FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
- (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 September 16, 2009, recorded on September 23, 2009 as number 2009-012560, records of Klamath County, Oregon and modified by a modification of deed of trust recorded on October 5, 2010 as number 2010-011798, 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.

Bill M. Walley
Bill M. Walley

SUBSCRIBED AND SWORN TO before me this 21st day of March, 2012

Notary Public for _____
My commission expires: _____

See attached

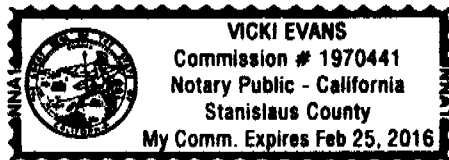
SIGNATURES CONTINUE ON NEXT PAGE

JURAT

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on
this 21st day of March, 2012,
by Bill M. Walker
Name of Signer
proved to me on the basis of satisfactory evidence to
be the person (s) who appeared before me.



Place Notary Seal Above

Signature

Vicki Evans

Signature of Notary Public

Kristine G. Kahn-Walley
Kristine G. Kahn-Walley

SUBSCRIBED AND SWORN TO before me this 21st day of March, 2012

Notary Public for _____

My commission expires: _____

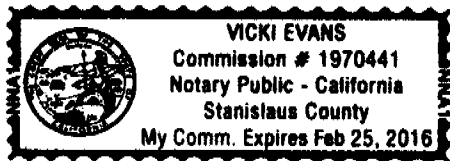
see attached

JURAT

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on
this 21st day of March, 2012,
by Kristine G. Kahn-Walky
Name of Signer
proved to me on the basis of satisfactory evidence to
be the person (s) who appeared before me.



Place Notary Seal Above

Signature

Vicki Evans

Signature of Notary Public