

WTC 90110

2012-003785

Klamath County, Oregon

RECORDING REQUESTED BY:



00116540201200037850030034

AND WHEN RECORDED MAIL  
DEED AND TAX STATEMENT TO:

04/11/2012 11:36:27 AM

Fee: \$47.00

BANK OF AMERICA N.A.  
c/o Bank Of America Home Loans  
400 National Way  
CA6-919-01-09  
Simi Valley, CA 93065

Trustee Sale No. DIL0571251

APN R-3808-015DC-00700-000

Title Order No. 5814106

Grantor: Susan D Jennings  
Grantee: BANK OF AMERICA N.A.  
Commonly Known As: Lot 1153 Parula Road, Klamath Falls, OR 97601  
Tax Parcel No.: R-3808-015DC-00700-000

### ESTOPPEL AND SOLVENCY AFFIDAVIT

State of Oregon  
County of Klamath

**Susan D Jennings**, ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to **BANK OF AMERICA N.A.** ("Grantee") dated 07/8/11, encompassing the following described property, to wit:

Lot 1153, RUNNING Y RESORT, PHASE 13, TRACT 1429, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Commonly known as: Lot 1153 Parula Road, Klamath Falls, OR 97601

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the proffered Deed in Lieu of Foreclosure to the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Deed of Trust heretofore existing on the property therein and hereinbefore, dated **October 25, 2005** and recorded on **November 7, 2005**, of the records of Klamath County, Oregon, executed by **SUSAN D JENNINGS** as Trustor(s), to **BANK OF AMERICA N.A.** as Beneficiary, to **FIRST AMERICAN TITLE INSURANCE COMPANY** as Trustee, and the cancellation of record of said Deed of Trust.

\* Vol MOS pg 68481

That the aforesaid deed and conveyance was by this Deponent as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed this Deponent considered and still considers that the indebtedness above-mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the Deponent or either of them; that as of the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly, in said premises; that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; that Deponent in offering to execute

47Am I

the aforesaid deed to the Grantee therein, and in execution of the same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said deed, or the agent or attorney or any other representative of the Grantee in said deed; that it was the intention of this Deponent as Grantor in said deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during neither the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There are no outstanding bills for utilities, unused fuel, gas, electric or sewer.

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

Date: 7/8/11

Susan D Jennings  
By: **Susan D Jennings**

STATE OF California  
COUNTY OF Placer

On 7-8-11 before me Justin Meek, a Notary Public  
in and for said county, personally appeared, Susan D. Jennings personally  
~~known to me~~ (or 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 Ca. that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

seal

Justin Meek  
Notary Public in and for said County and State

