

184
1710397

After recording return to:
Martina Georgieva
Routh Crabtree Olsen, P.S.
13555 SE 36th St., Suite 300
Bellevue, WA 98006

2012-005767
Klamath County, Oregon



00118869201200057670050052

05/29/2012 11:13:36 AM

Fee: \$57.00

7037.85702/Noble, Jason T. and Tonya R.

**WARRANTY DEED
(Deed in Lieu)**

Grantors, Jason T. Noble and Tonya R.L.G. Noble, as tenants by the entirety, convey and specially warrant to JPMorgan Chase Bank, N.A. Inc., Grantee, whose address is 3415 Vision Drive, Columbus, OH 43219-6009, the following described real property free of encumbrances created or suffered by the Grantors except as specifically set forth herein:

Unit 10029 (McGuire Avenue) Tract 1379 Falcon Heights Condominium Stage 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

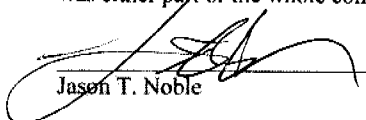
Tax Parcel No. R887737

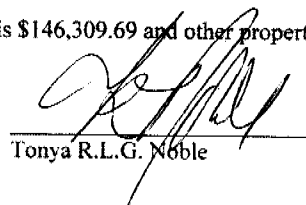
This property is free of liens and encumbrances, EXCEPT: subject to easements, conditions, reservations, covenants, agreements, restrictions, rights of way and declarations of record, if any.

The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain deed of trust dated November 27, 2006 recorded on November 29, 2006, under File No. 2006-023802, records of Klamath County with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said deed of trust, which lien shall remain a first lien upon the property.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration for this conveyance is \$146,309.69 and other property or value was either part or the whole consideration.


Jason T. Noble

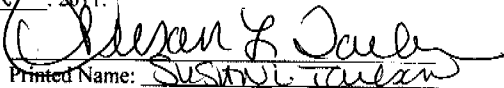

Tonya R.L.G. Noble

F.
57.00

STATE OF Georgia)
COUNTY OF Columbia) ss.:

I certify that I know or have satisfactory evidence that Jason T. Noble is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

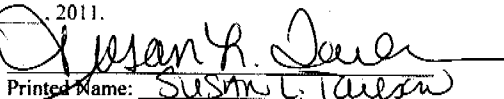
DATED this 3 day of August, 2011.


Printed Name: Susan L. Jansen
Notary Public in and for the State of Georgia
residing at 221 Mill Branch Way, N. Augusta, SC
My commission expires: 28 Sept 2013

STATE OF Georgia)
COUNTY OF Columbia) ss.:

I certify that I know or have satisfactory evidence that Tonya R.L.G. Noble is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3 day of August, 2011.


Printed Name: Susan L. Jansen
Notary Public in and for the State of Georgia
residing at 221 Mill Branch Way, N. Augusta, SC
My commission expires: 28 September 2013

WARRANTY DEED

Jason T. Noble and Tonya R.L.G. Noble, as tenants by the
entirety, Grantors
to
JPMorgan Chase Bank, N.A., Grantee

After recording return to:
Martina Georgieva
Routh Crabtree Olsen, PS
13555 SE 36th St., Suite 300
Bellevue, WA 98006

Tax Parcel No.: R887737

ESTOPPEL AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

Jason T. Noble and Tonya R.L.G. Noble, as tenants by the entirety, being first duly sworn, depose and state:

That (the "Affiants") are the party who made, executed, and delivered that certain Warranty Deed (Deed in Lieu) to JPMorgan Chase Bank, N.A., conveying the following described property ("Property") in Klamath County, Oregon.

Unit 10029 (McGuire Avenue) Tract 1379 Falcon Heights Condominium
Stage 3, according to the official plat thereof on file in the office of the
County Clerk of Klamath County, Oregon.

Tax Parcel No. R887737

Commonly known as 10029 McGuire Avenue, Klamath Falls, Oregon
97603.

That the aforesaid Warranty Deed is intended to be and is an absolute conveyance of the title to the Property to the grantee named therein, and was not and is now not intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Affiants as grantors of the Warranty Deed to convey, and by the Warranty Deed the Affiants did convey, to the grantee therein all right, title, and interest absolutely in and to the Property; and that possession of the Property has been surrendered to the grantee;

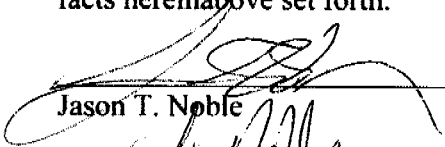
That in the execution and delivery of the Warranty Deed, Affiants as grantors were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the beneficiary's interest under the deed of trust encumbering the Property and granted by Affiants herein, to Amerititle as trustee, and to Central Pacific Mortgage Company, a California Corporation as beneficiary, dated November 27, 2006 and recorded on November 29, 2006 under File No. 2006-023802, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") and assigned to Chase Home Finance, LLC by way of Assignment of Deed of Trust recorded on October 20, 2010 under File No. 2010-12404, described herein, or the related documents. The interest transferred by the Warranty Deed is intended to be a separate interest from the beneficial interest or lender's interest under the Deed of Trust..

The Warranty Deed was not, and is not given as a preference against any other creditors of the Affiants herein; there is no other person or persons, firms or corporations, other than the Affiants therein named interested, either directly or indirectly in said Property; that Grantors is solvent and has no other creditors whose rights would be prejudiced by such conveyance and that Grantors are not obligated upon any bond or other deed of trust whereby any lien has been created or exists against the Property described in said Warranty Deed.

Consideration for the Warranty Deed is payment to Affiants of the sum of \$146,309.69 by grantee, and a covenant not to sue to enforce the promissory note dated November 27, 2006, in the amount of \$152,551.00, or to foreclose the Deed of Trust encumbering the Property; that at the time of making the Warranty Deed, Affiants believed and now believes that this consideration represents the fair value of the Property so deeded.

This affidavit is made for the protection and benefit of the Grantee of said Warranty Deed and First American Title Insurance Company, which is about to insure the title to the Property in reliance thereon, and any other title company that may hereafter insure the title to the Property; That Affiants 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 particular facts hereinabove set forth.



Jason T. Noble

Tonya R.L.G. Noble

STATE OF Georgia)
COUNTY OF Columbia) ss.

I certify that I know or have satisfactory evidence that Jason T. Noble is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3 day of Augusta, 2011.

Susan L. Tausen
Printed Name: SUSAN L. TAUSEN
Notary Public in and for the Nobles
residing at 221 Mill Branchway North Augusta SC
My commission expires: 28 Sept 2013

STATE OF Georgia)
COUNTY OF Columbia) ss.

I certify that I know or have satisfactory evidence that Tonya R.L.G. Noble is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3 day of Augusta, 2011.

Susan L. Tausen
Printed Name: Susan L. Tausen
Notary Public in and for the Nobles
residing at 221 Mill Branchway North Augusta SC
My commission expires: 28 September 2013

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