

WTC 94498

2012-008576

Klamath County, Oregon



00122257201200085760030033

After recording return to:

Saw below

08/06/2012 11:32:24 AM

Fee: \$47.00

Until a change is requested all tax statements shall be sent to the following address:

Greg Crump

PO Box 675

Cardiff Ca 92007

STATUTORY WARRANTY DEED

MICHAEL L. WARD, AN UNMARRIED MAN,

Grantor(s), hereby convey and warrant to

GREG CRUMP, AN UNMARRIED MAN,

Grantee(s), the following described real property in the County of KLAMATH and State of Oregon free of all encumbrances except as specifically set forth herein:

LOT 2 IN BLOCK 8 OF TRACT 1093 – PINECREST, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

MFD STRUCT SERIAL # S15206, X # 88878, HOME ID 170752 ON REAL ACCT R-3614-030D0-02300-000, REAL MS, 1973 FLEETWOOD 12 X 46

The true and actual consideration for this conveyance is **IN LIEU OF FORECLOSURE.**

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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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 THE 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 this 6 day of August 2012


MICHAEL L. WARD

State of Oregon
County of Klamath

This instrument was acknowledged before me on 8-6, 2012 by Michael L. Ward


(Notary Public for Oregon)



My commission expires _____

AFFIDAVIT AND ESTOPPEL CERTIFICATE
(Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath:

I, Michael L. Ward, an unmarried man, being first duly sworn, depose and say that:

- (1) I am Michael L. Ward, an unmarried man, the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to Greg Crump, an unmarried man, (herein "the Grantee") dated August 6, 2012, recorded on 8-6-2012 as Recording Reference 2012-008576 records of the below referenced county in Oregon, conveying the following described property (herein "the Property"), to wit:

Lot 2 in Block 8 of TRACT 1093 – PINECREST, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Mfd Struct Serial # S15206, X # 88878, Home Id 170752 on Real Acct R-3614-030d0-02300-000, Real Ms, 1973 Fleetwood 12X46

- (2) I 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 August 2, 2011, recorded on August 2, 2011 as Recording Reference #2011-008913, records of above referenced county in 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.

SUBSCRIBED AND SWORN TO before me this 6 day of August, 20 12

Notary Public for _____
My commission expires: _____

