Recording Requested by: Ronald S. Freeman

When recorded mail to: Ronald S. and Lynn M. Freeman P.O. Box 4342 West Hills, Ca 91308-4342 2012-011755 Klamath County, Oregon



10/23/2012 10:16:47 AM

Fee: \$47.00

## DEED IN LIEU OF FORFEITURE (AGREEMENT)

Escrow No. (OR00035)

For the good and valuable consideration hereinafter set forth, receipt of which is hereby acknowledged, I or we, **Nick Santos and Jenn Santos**, hereinafter called Grantor (Seller) do hereby grant and convey to **Ronald S. Freeman and Lynn M. Freeman**, hereinafter called Grantee (Buyer), the following real property situated in Klamath County, Oregon:

Lot 8, Block 75, 7th Addition to Nimrod River Park.

Parcel Number: 3611-009BO-01700-0000

EXEMPT BY REASON OF A.R.S. \_42-1614 (B) (1)

The title to said property is hereby warranted by Grantor (Buyer) against all persons whomsoever subject to the matters above set forth. It is further warranted and covenanted by Grantor (Buyer) in executing this deed, and agreed by Grantee (Seller) in accepting it, as follows:

- 1. That the consideration for the execution of this deed consists of:
  - (a) Full cancellation and release of that certain Agreement executed by Nik Santos and Jenny Santos, as Purchaser, to Ronald S. Freeman and Lynn M. Freeman as Seller, which Agreement was dated the November 18, 2008 and recorded in the office of the County Recorder of the aforementioned County and State in as fee No. 2008-016314 and the balance of the debt due thereon.
  - (b) The full and absolute release of Grantor (Purchaser) from all liability on any and all obligations, costs or charges, the payment of which was secured either by the Agreement specifically described above or any encumbrance on the same property which may have been assumed or created by Grantor (Purchaser) as an obligation at the time of or subsequent to Grantor's (Purchaser's) acquisition of an equity in said property and which last mentioned other encumbrance, if any, with the debts and obligations thereby secured, Grantee (Seller) assumed and agreed to pay; and
  - (C) In addition to (a) and (b) above, the cash payment by Grantee (Seller) to Grantor (Purchaser) of the sum of \$0.00.
- 2. That the total consideration, set forth in (1) above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for the Grantor's (Buyer's) interest in said property.

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3. This deed, given for the express consideration set forth in (1) above, is executed voluntarily and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

- 4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor (Buyer) and Grantee (Seller) herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor (Buyer), or to a sale or conveyance to anyone else for the benefit of Grantor (Buyer), or to any division of any proceeds realized from said property by sale or otherwise.
- That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee (Seller) and Grantor (Buyer) intends by this deed to vest the absolute and unconditional title to said property in Grantee (Seller), and forever to estop and bar Grantor (Buyer) and Grantor's (Buyer's) heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property of any part thereof.

Santos

DATED: November 23, 2011

NICK Santos

Ronald S. Freeman

November 23, 2011 Escrow No.: OR00035

STATE OF NEW MEXICO County of San Jilan on 11-30-11 , before me, the undersigned Notary Public, personally appeared Nich Santos & Junny Santos , 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 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. WITNESS my hand and official seal. My Commission Expires: 10-21-15 OFFICIAL SEAL STATE OF County of On . , before me, the undersigned Notary Public, personally appeared \_, 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. WITNESS my hand and official seal. My Commission Expires: **Notary Public**