

2012-012293

Klamath County, Oregon



00126753201200122930040046

11/05/2012 02:05:14 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

Sherman, Sherman, Johnnic & Hoyt, LLP
PO Box 2247
Salem, OR 97308

MAIL TAX STATEMENTS TO:

David Blair
287 S. Monmouth Avenue
Monmouth, OR 97361

DEED IN LIEU OF FORECLOSURE -- NO MERGER

This deed is by and between JOHN M. PENHALL and TERESA K. PENHALL, herein called Grantor, and DAVID BLAIR, an individual, herein called Grantee.

WITNESSETH:

For the consideration hereinafter stated, Grantor does hereby grant, bargain, sell, and convey unto Grantee all of its interest in certain real property located in Klamath County, Oregon; together with all of the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, said real property being more fully described as:

See Exhibit A attached hereto and incorporated herein by this reference ("Real Property").

To Have and To Hold the same unto said Grantee and Grantee's heirs, successors, and assigns forever.

This deed is absolute in effect and conveys all of Grantor's interest in the above described Real Property unto Grantee and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, subject to all liens and encumbrances of record; and also subject to a Deed of Trust from John M. Penhall and Teresa K. Penhall, tenants by the entirety, as Grantors, to Amerititle, an Oregon Corporation, as Trustee, for the benefit of David Blair, as Beneficiary, said Deed of Trust dated September 26, 2007, recorded on October 15, 2007, as Document No. 2007-017796, in the Records of Klamath County, Oregon.

This deed does not affect a merger of the fee ownership and the lien of the Deed of Trust described above. The fee and lien shall hereafter remain separate and distinct.

The consideration for this conveyance, stated in terms of dollars, is none. The actual consideration consists of other value given as set forth in the paragraph immediately below.

By acceptance of this deed, Grantee covenants and agrees that Grantee shall forever forbear taking any action whatsoever to collect against Grantor or Guarantor(s), if any, on the promissory note secured by the above described Deed of Trust, other than by foreclosure of that Deed of Trust, and that in any proceeding to foreclose the Deed of Trust, Grantee will not seek, obtain, or permit any deficiency judgment against Grantor or Guarantor(s), if any, or Grantor's or Guarantor(s), if any, heirs, successors, or assigns, such rights and remedies being hereby waived.

Grantor hereby waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the above described Real Property and Deed of Trust.

Grantor is not acting under any misapprehension as to the legal effect of this deed nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agents, attorneys, or other persons.

The person(s) executing this deed on behalf of Grantor represent and warrant that said person(s) have the capacity and legal authority to bind Grantor, that Grantor is the current holder of 100% of the Grantor's interest in the above described Deed of Trust, and that Grantor warrants that the giving of this deed to Grantee does not constitute a preference under federal bankruptcy law.

The following is the notice as required by Oregon law: BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

DATED this 9th day of October, 2012.

GRANTOR:
JOHN M. PENHALL

By: John M. Penhall
Name: John M. Penhall

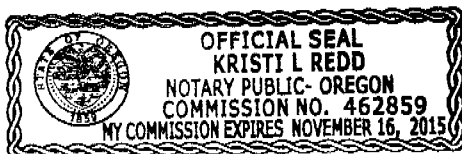
GRANTOR:
TERESA K. PENHALL

By: Teresa K. Penhall
Name: Teresa K. Penhall

GRANTEE:
David Blair
David Blair

STATE OF OREGON)
County of Klamath) ss.

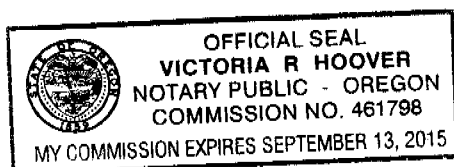
This instrument was acknowledged before me on 9th day of Oct, 2012, by John M. Penhall and Teresa K. Penhall, who did say that the foregoing instrument was signed on their behalf and acknowledged the instrument to be its voluntary act and deed.



Kristi L. Redd
Notary Public for Oregon
My Commission Expires: 11/16/2015

STATE OF OREGON)
County of Marion) ss.

This instrument was acknowledged before me on 16 day of October, 2012, by David Blair, who acknowledged the instrument to be his voluntary act and deed.



Victoria R. Hoover
Notary Public for Oregon
My Commission Expires: 09-13-15

EXHIBIT A

The E1/2 of the W1/2 of the SW1/4; the E1/2 of the SW1/4 and the W1/2 of the W1/2 of the SE1/4 of Section 20, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.