

1st 1951829
RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

BENEFICIAL OREGON INC.
c/o HSBC MORTGAGE SERVICES INC
636 GRAND REGENCY BOULEVARD
BRANDON, FL 33510

2012-012450
Klamath County, Oregon
11/08/2012 11:11:56 AM
Fee: \$42.00

Case No. OR08000030-12-2

APN R153620

Title Order No. 7114731

Grantor: Lee P. Wagner
Grantee: BENEFICIAL OREGON INC.
Commonly Known As: 206 WARD, CRESCENT, OR 97733
Tax Parcel No.: R153620

ESTOPPEL AND SOLVENCY AFFIDAVIT

State of Oregon
County of Klamath

Lee P. Wagner, ("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 **BENEFICIAL OREGON INC.** ("Grantee") dated **OCTOBER 22, 2012**, encompassing the following described property, to wit:

Lots 6, 7 & 8 in Block 42 of CRESCENT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacant alley vacated by Commissioner's order dated October 8, 1975, adjacent to said Lots which inured thereto.

Commonly known as: **206 WARD, CRESCENT, OR 97733**

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 **January 26, 2007** and recorded on **January 30, 2007** as Instrument No. **2007-001610** of the records of **Klamath County, Oregon**, executed by **Lee P. Wagner** as Trustor(s), to **AMERITITLE** as Trustee, **BENEFICIAL OREGON, INC.** as Beneficiary, and the cancellation of record of said Deed of Trust.

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 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.

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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: 10-30-12

Betty L. Wagner
BY: BETTY L. WAGNER

Lee P. Wagner
BY: LEE P. WAGNER

STATE OF Oregon
COUNTY OF Klamath

On October 30th 2012 before me, Alice L. Bishop Notary Public, personally appeared

Betty L. Wagner & Lee P. Wagner, who 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alice L. Bishop (Seal)

SOUTH VALLEY BANK & TRUST
P.O. Box 831
Gilchrist, OR 97737
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