

1st 18/2/2013

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

2013-000696
Klamath County, Oregon
01/18/2013 02:06:31 PM
Fee: \$42.00

7314.80173/Hardy, Joshua Leion

ESTOPPEL AFFIDAVIT

Joshua Leon Hardy, (the "Affiant") being first duly sworn, deposes and states:

That the Affiant is the individual who made, executed, and delivered that certain Warranty Deed (Deed in Lieu) to Federal National Mortgage Association, conveying the following described property ("Property") in Klamath County, Oregon.

THE WEST 30 FEET OF LOT 468 AND THE EAST 10 FEET OF LOT 469
IN BLOCK 121 MILLS ADDITION TO THE CITY OF KLAMATH FALLS,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Tax Parcel No. R481188

Commonly known as 2327 Vine Avenue, Klamath Falls, Oregon 97601

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 Affiant as Grantor of the Warranty Deed to convey, and by the Warranty Deed the Affiant 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, Affiant as Grantor was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

That the Warranty Deed shall not cause a merger of the Affiant's interest under the Warranty Deed with the Beneficiary's interest under the Deed of Trust encumbering the Property and granted by Affiant herein, to USAA Federal Savings Bank as Trustee, and to Mortgage Electronic Registration Systems, Inc. as Beneficiary, dated April 30, 2007, and recorded on April 30, 2007, under File No. 2007-007733, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") and assigned to GMAC Mortgage, LLC by way of Assignment of Deed of Trust recorded on April 17, 2012 under File No. 2012-004014, 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 Affiant 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 Grantor is solvent and has no other creditors whose rights would be prejudiced by such conveyance and that Grantor is 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 Affiant of the sum of \$0.00 by Grantee, and a covenant not to sue to enforce the promissory note dated April 30, 2007, in the amount of \$109,000.00, or to foreclose the Deed of Trust encumbering the Property; that at the time of

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making the Warranty Deed, Affiant 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 Company, 404 Main Street, Ste 1, Klamath Falls, OR 97601, 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 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 particular facts hereinabove set forth.

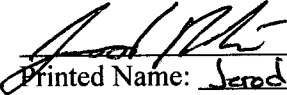
11-28-2012
Dated

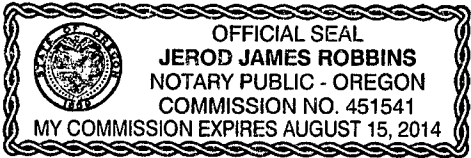

Joshua Leon Hardy

STATE OF Oregon)
) ss.
COUNTY OF Washington)

I certify that I know or have satisfactory evidence that Joshua Leon Hardy 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 28th day of November, 2012.


Printed Name: Jerod Robbins
Notary Public in and for the State of Oregon
residing at Hillsboro
My commission expires: August 15th 2014



THIS INSTRUMENT WILL 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.

ESTOPPEL AFFIDAVIT

Joshua Leon Hardy, Grantor
to
Federal National Mortgage Association, Grantee