

2013-002901

Klamath County, Oregon



00132924201300029010060060

03/18/2013 01:30:49 PM

Fee: \$62.00

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

Mail Tax Statements to:
Federal Home Loan Mortgage Corporation
5000 Plano Parkway
Carrollton, TX 75010

7037.86315/Hanson, Andrew M. and Barbara A.

**WARRANTY DEED
(Deed in Lieu)**

Grantors, Andrew M. Hanson and Barbara A. Hanson, as tenants by the entirety, conveys and specially warrants to Federal Home Loan Mortgage Corporation, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

See Exhibit "A"

Tax Parcel No. R597107

This property is free of liens and encumbrances, EXCEPT: subject to easements, conditions, reservations, covenants, agreements, restrictions, rights of way and declarations of record, if any.

The Grantees by accepting and recording this Deed do not intend a merger of its interest under that certain Deed of Trust dated July 26, 2007, recorded on July 27, 2007, under File No. 2001-013316, records of Klamath County with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said Deed of Trust, which lien shall remain a first lien upon the property.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS 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 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.

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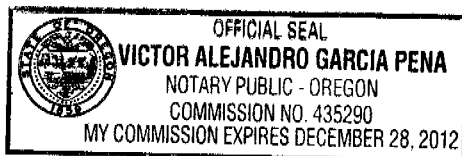
The true consideration for this conveyance is \$0.00 and other property or value was either part or the whole consideration.

Andrew M. Hanson
Andrew M. Hanson

STATE OF Oregon)
COUNTY OF Klamath) ss.:

I certify that I know or have satisfactory evidence that Andrew M. Hanson 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 13th day of October, 2012.



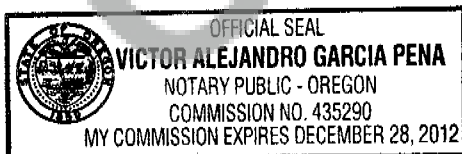
Victor Alejandro Garcia Pena
Printed Name: Victor Alejandro Garcia Pena
Notary Public in and for the State of Oregon
residing at Klamath Falls
My commission expires: December 28, 2012

Barbara A. Hanson
Barbara A. Hanson

STATE OF Oregon)
COUNTY OF Klamath) ss.:

I certify that I know or have satisfactory evidence that Barbara A. Hanson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2012.



Victor Alejandro Garcia Pena
Printed Name: Victor Alejandro Garcia Pena
Notary Public in and for the State of Oregon
residing at Klamath Falls
My commission expires: December 28, 2012

WARRANTY DEED

Andrew M. Hanson and Barbara A. Hanson, as tenants by the entirety, Grantor
to
Federal Home Loan Mortgage Corporation, Grantee

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the S1/2 N1/2 NW1/4 NE1/4 of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the West line of said S1/2 N1/2 NW1/4 NE1/4 (hereinafter referred to as "parcel") from which the Southwest corner thereof lies Southerly 150 feet; thence 1st Easterly, parallel to the South line of said parcel 320.4 feet to a point; thence 2nd Southerly, parallel to the West line of said parcel, 150 feet to a point on the South line of said parcel, said point being 320.4 feet Easterly of the Southwest corner of said parcel; thence 3rd Easterly, along said South line 421.4 feet to a point; thence 4th Northerly, parallel to the West line of said parcel 330 feet, more or less to the North line thereof; thence 5th Westerly, along said North line 742 feet, more or less to the Northwest corner of said parcel; thence 6th Southerly, along the West line of said parcel, to the point of beginning.

EXCEPTING THEREFROM the County Road 30 feet in width along the West line of said tract.

Tax Parcel Number: R597107

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

7037.86315/Hanson, Andrew M. and Barbara A.

ESTOPPEL AFFIDAVIT

STATE OF Oregon)
COUNTY OF Klamath) ss.

Andrew M. Hanson and Barbara A. Hanson, as tenants by the entirety, (the "Affiants") being first duly sworn, depose and state:

That the Affiants are the individuals who made, executed, and delivered that certain Warranty Deed (Deed in Lieu) to Federal Home Loan Mortgage Corporation, conveying the following described property ("Property") in Klamath County, Oregon.

See Exhibit "A"

Tax Parcel No. R597107

Commonly known as 4747 Pine Grove Road, Klamath Falls, Oregon
97603

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

That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the Beneficiary's interest under the Deed of Trust encumbering the Property and granted by Affiants herein, to Amerititle as Trustee, and to JP Morgan Chase Bank, N.A. as Beneficiary, dated July 26, 2007, and recorded on July 27, 2007 under File No. 2001-013316, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") 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 Affiants 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 Grantors are solvent and have no other creditors whose rights would be prejudiced by such conveyance and that Grantors are 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 Affiants of the sum of \$0.00 by Grantee, and a covenant not to sue to enforce the promissory note dated July 26, 2007, in the amount of \$345,000.00, or to foreclose the Deed of Trust encumbering the Property; that at the time of

making the Warranty Deed, Affiants believed and now believe 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 Title Company 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 Affiants 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.

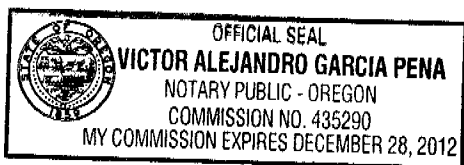
Andrew M. Hanson
Andrew M. Hanson

Barbara A. Hanson
Barbara A. Hanson

STATE OF Oregon)
COUNTY OF Klamath) ss.

I certify that I know or have satisfactory evidence that Andrew M. Hanson 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 13th day of October, 2012.

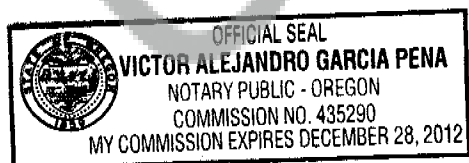


Victor Alejandro Garcia Pena
Printed Name: Victor Alejandro Garcia Pena V.A.G.P.
Notary Public in and for the State of Oregon
residing at Klamath Falls
My commission expires: December 28, 2012

STATE OF Oregon)
COUNTY OF Klamath) ss.

I certify that I know or have satisfactory evidence that Barbara A. Hanson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2012.



Victor Alejandro Garcia Pena
Printed Name: Victor Alejandro Garcia Pena
Notary Public in and for the State of Oregon
residing at Klamath Falls
My commission expires: December 28, 2012

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

Andrew M. Hanson and Barbara A. Hanson as tenants by the entirety, Grantors
to
Federal Home Loan Mortgage Corporation, Grantee

Exhibit "A"

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EXCEPTING THEREFROM the County Road 30 feet in width along the West line of said tract.

Tax Parcel Number: R597107