

WTC 97960
After Recording Return to
Joseph E. Kellerman
717 Murphy Road
Medford, OR 97504

Send Tax Statements To:
Washington Federal
803 Main Street
Klamath Falls, OR 97601

2013-007056
Klamath County, Oregon
06/20/2013 03:46:01 PM
Fee: \$47.00

DEED IN LIEU OF FORECLOSURE

Merle West ~~Medical~~/Center for Medical Research, Grantor, hereby conveys to Washington Federal, a national banking institution and successor by merger to South Valley Bank and Trust, Grantee, the real property described in Exhibit A attached hereto and incorporated herein by this reference, subject only to those matters appearing on the attached Exhibit A.

This deed is absolute in effect and conveys fee simple title of the premises described on Exhibit A hereto and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, free of all encumbrances, except those matters set forth in Exhibit A hereto.

The consideration for this conveyance is the satisfaction of the obligations contained in that certain promissory note and trust deed pledged as security therefore, which trust deed was recorded on the ~~15th day of January, 2010~~ as instrument number ~~2010-000539~~ ^{**} of the official records of Klamath County, Oregon. Said note and trust deed are in default.

Sp *November 16, 2009

**2009-014709

Unless there shall be liens upon the real property junior to the trust deed above described, the acceptance by Grantee of this deed effects the satisfaction of said note and trust deed, the beneficial interest of which is held by Grantee described above.

This deed does not effect a merger of the fee ownership and the lien of the trust deed described above. If there shall be liens against said property junior to the lien of the trust deed described above, this deed shall not effect the satisfaction of the promissory notes secured thereby or the trust deed terms nor merger of the fee ownership and the lien of the trust deed described above. Rather, the fee and the lien shall hereafter remain separate and distinct.

By acceptance of this deed, Grantee covenants and agrees that he shall forever forbear taking any action to collect against Grantor on the promissory note given to secure the trust deed described above, other than by foreclosure of that trust deed and that in any proceeding to foreclose the trust deed, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor or Grantor's heirs, assigns, such rights and remedies being hereby waived.

Grantor waives, surrenders, conveys and relinquishes any right of possession, any equity of redemption and any statutory rights of redemption concerning the real property and the trust deed described above, including any right of reinstatement should the trust deed hereafter be foreclosed by advertisement and sale.

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 agent or attorney,

or any other person.

Grantor and each of them, in consideration of Grantee's acceptance of this deed in lieu and other good and valuable consideration hereby jointly and severally release, acquit and discharge Grantee and all other persons, firms, agents of and from any and all actions, causes of action, suits or demands for compensation of any kind or nature, now existing or hereafter occurring, contingent or vested, liquidated or unliquidated.

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

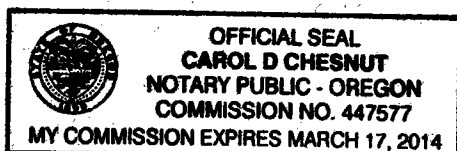
GRANTOR

MERLE WEST CENTER FOR
MEDICAL RESEARCH

By: *R.C. Wendt*
Its Authorized Representative

STATE OF OREGON)
) ss.
County of Klamath)

On this 4th day of June, 2013, R.C. Wendt, authorized representative of Merle West Center for Medical Research, personally appeared in the above-named matter and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Carol Chesnut
Notary Public for Oregon
My commission expires: 3-17-2014

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Block 5, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO Lot 21 and a portion of Lot 22 all in Block 5, SECOND HOT SPRINGS 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, more particularly described as follows:

Beginning at a three-fourths inch iron pin on the most Easterly corner of said Lot 22, said point being on the intersection of Spring Street and Esplanade Avenue; thence South $25^{\circ} 52'$ West along the Easterly line of said Lots 22 and 21 a distance of 67.80 feet to a one-half inch iron pin on the Southeast corner of said Lot 21; thence North $64^{\circ} 03'$ West along the Southerly line of said Lot 21 a distance of 111.19 feet to a concrete nail on the Southwesterly corner of said Lot 21; thence North $29^{\circ} 34'$ East along the Westerly line of said Lots 21 and 22 a distance of 44.22 feet to the point that is South $29^{\circ} 34'$ West a distance of 85.78 feet from the one-half inch iron pin marking the most Northerly corner of said Lot 22, said point also being 1.0 feet Southeasterly measured at right angles from a existing steel fence; thence North $56^{\circ} 56'$ East a distance of 76.18 feet to a point on the Northerly line of said Lot 22, said point being 1.4 feet Southeasterly, measured at right angles from an existing steel fence; thence South $33^{\circ} 04'$ East along the Northerly line of said Lot 22 a distance of 80.57 feet to the point of beginning.