

2013-010267

Klamath County, Oregon

When Recorded Mail To:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236



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09/09/2013 10:46:36 AM

Fee: \$57.00

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79005248

SEND TAX STATEMENT TO:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

WELLS FARGO HOME MORTGAGE MAC X9999-01N, 1000 BLUE GENTIAN ROAD, SUITE 300
EAGAN, MN 55121

[Space Above This Line For Recording Data]

DEED IN LIEU OF FORECLOSURE

RSS# 1265377

KNOW ALL MEN BY THESE PRESENTS, that LARRY MYER AND DONNA MYER, HUSBAND AND WIFE whose address is PO BOX 82, Klamath Falls, OR 97601 hereinafter called grantor, for \$137,161.84 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **FEDERAL NATIONAL MORTGAGE ASSOCIATION** whose address is c/o WELLS FARGO HOME MORTGAGE MAC X9999-01N, 1000 BLUE GENTIAN ROAD, SUITE 300 EAGAN, MN 55121 and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows:

A PARCEL OF LAND SITUATED IN THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11, SAID POINT BEING NORTH 00°26'00" WEST A DISTANCE OF 146.00 FEET FROM THE SOUTHWEST CORNER OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11; THENCE NORTH 00°26'00" WEST ALONG THE WEST LINE OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11 A DISTANCE OF 114.00 FEET; THENCE SOUTH 89°41'00" EAST PARALLEL WITH THE SOUTH LINE OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11 A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF HOMEDALE ROAD; THENCE CONTINUING SOUTH 89°41'00" EAST A DISTANCE OF 102.00 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 00°26'00" EAST PARALLEL WITH THE WEST LINE OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11 A DISTANCE OF 114.00 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 89°41'00" WEST PARALLEL WITH THE SOUTH LINE OF THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 11 A DISTANCE OF 102.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY BOUNDARY OF HOMEDALE ROAD; THENCE CONTINUING NORTH 89°41'00" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF IN HOMEDALE ROAD.

PROPERTY ADDRESS: 3927 HOMEDALE ROAD, KLAMATH FALLS, OR 97603

TAX PARCEL NO: R557034

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against

grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

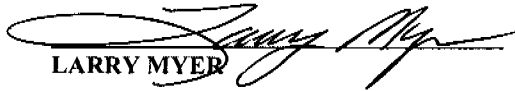
Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. **See Estoppel Affidavit attached as Exhibit "A"**


The true and actual consideration for this transfer consists of **\$137,161.84** and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on **12/17/2012**, by grantor in favor of **WELLS FARGO BANK, N.A.** and recorded as Instrument No. **2013-000652**, of the real property records of Klamath County, State of Oregon on **01/17/2013**. ~~Said mortgage was assigned by Wells Fargo Bank, N.A. to Federal National Mortgage Association by assignment dated _____ and recorded _____, in Book _____, Page _____ as Instrument No. _____ real property records of _____ County.~~

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

IN WITNESS WHEREOF, the grantor has executed this instrument this 7 day of August, 2013


LARRY MYER


DONNA MYER

STATE OF OREGON)
COUNTY OF Klamath) SS.

This instrument was acknowledged before me on August 7, 2013 by LARRY MYER and DONNA MYER.

Dated: 8/7/13

(seal/stamp)




Notary Public Christina Mendoza
My Appointment Expires: May 30, 2015

Prepared By/Reviewed By:

TERRY HANSEN, ATTORNEY AT LAW
901 N. BRUTSHER ST. SUITE 206
NEWBERG, OR 97132

Exhibit "A"
ESTOPPEL AFFIDAVIT

STATE OF OREGON)

COUNTY OF Klamath)

SS.

LARRY MYER AND DONNA MYER, HUSBAND AND WIFE ("Grantor"), being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** ("Grantee"), dated this 7 day of Aug, 20 12, conveying the following described property, to-wit:

A PARCEL OF LAND SITUATED IN THE N½NE¼SE¼ OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE N½NE¼SE¼ OF SAID SECTION 11, SAID POINT BEING NORTH 00°26'00" WEST A DISTANCE OF 146.00 FEET FROM THE SOUTHWEST CORNER OF THE N½NE¼SE¼ OF SAID SECTION 11; THENCE NORTH 00°26'00" WEST ALONG THE WEST LINE OF THE N½NE¼SE¼ OF SAID SECTION 11 A DISTANCE OF 114.00 FEET; THENCE SOUTH 89°41'00" EAST PARALLEL WITH THE SOUTH LINE OF THE N½NE¼SE¼ OF SAID SECTION 11 A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF HOMEDALE ROAD; THENCE CONTINUING SOUTH 89°41'00" EAST A DISTANCE OF 102.00 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 00°26'00" EAST PARALLEL WITH THE WEST LINE OF THE N½NE¼SE¼ OF SAID SECTION 11 A DISTANCE OF 114.00 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 89°41'00" WEST PARALLEL WITH THE SOUTH LINE OF THE N½NE¼SE¼ OF SAID SECTION 11 A DISTANCE OF 102.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY BOUNDARY OF HOMEDALE ROAD; THENCE CONTINUING NORTH 89°41'00" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF IN HOMEDALE ROAD.

Property Address: 3927 HOMEDALE ROAD, KLAMATH FALLS, OR 97603

Tax Parcel No: R557034

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed affiant did convey to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**.

That in the execution and delivery of said deed affiant 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 aforesaid deed was not given as a preference against any other creditors of the deponent, that at the time it was given there was no other person or persons, firms or corporations, other than **LARRY MYER AND DONNA MYER, HUSBAND AND WIFE**, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, who have an interest, either directly, or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiant of the sum of \$137,161.84 by **FEDERAL NATIONAL MORTGAGE ASSOCIATION** and its agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by **LARRY MYER AND DONNA MYER, HUSBAND AND WIFE** to **WELLS FARGO BANK, N.A.**, dated 12/17/2012, recorded on 01/17/2013 at as Instrument No. 2013-000652, of the real property

records of Klamath County, State of Oregon. Said mortgage was assigned by Wells Fargo Bank, N.A. to Federal National Mortgage Association by assignment dated _____ and recorded _____, in Book _____, Page _____ as Instrument No. _____ real property records of _____ County. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore presents the fair value of the property so decided, or more.

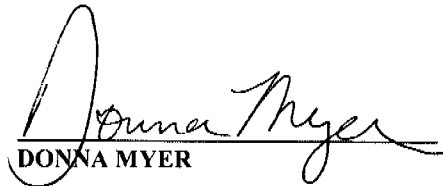
This affidavit is made for the protection and benefit of FEDERAL NATIONAL MORTGAGE ASSOCIATION, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

The affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I (WE) UNDERSTAND THAT I (WE) HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I (WE) HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 8/7/, 13.


LARRY MYER

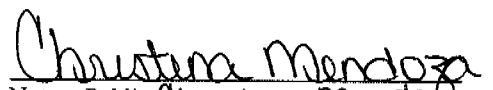

DONNA MYER

STATE OF OREGON)
COUNTY OF Klamath) SS.

Signed and sworn to (or affirmed) before me on August 7, 2013 by LARRY MYER and DONNA MYER.

(seal/stamp)




Notary Public Christina Mendoza
My Appointment Expires: May 30, 2015



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