

157 2001515

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

2013-010515
Klamath County, Oregon
09/16/2013 11:42:06 AM
Fee: \$52.00

Mail Tax Statements to:
Bank of America, N.A.
5401 N. Beach St.
Ft. Worth TX 76137

7021.87929/Moreno, Sandra and Butler, Mark

WARRANTY DEED
(Deed in Lieu)

Grantor, Sandra L. Moreno, conveys and specially warrants to Bank of America, N.A., Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

LOT 1156 RUNNING "Y" RESORT PHASE 13 TRUST 1429,
ACCORDING TO THE OFFICIAL PLAT THEREFROM ON FILE IN
THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON.

Tax Parcel No. R891207

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 Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust dated December 8, 2006, recorded on December 15, 2006, under File No. 2006-024868, 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 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.

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

CONTINUED ON FOLLOWING PAGE

First American Title Ins. Co. has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

F-57.1

Sandra L. Moreno
Sandra L. Moreno

STATE OF California)
COUNTY OF San Diego) ss.:

I certify that I know or have satisfactory evidence that Sandra L. Moreno 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 14th day of February, 2013.



Michelle Shelton
Printed Name: Michelle Shelton
Notary Public in and for the State of California
residing at 12463 RB Rd, SD CA 92128
My commission expires: May 19, 2015

WARRANTY DEED

Sandra L. Moreno, Grantor
to
Bank of America, N.A., Grantee

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

7021.87929/Moreno, Sandra and Butler, Mark

ESTOPPEL AFFIDAVIT

Sandra L. Moreno and Mark E. Butler, (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 Bank of America, N.A., conveying the following described property ("Property") in Klamath County, Oregon.

LOT 1156 RUNNING "Y" RESORT PHASE 13 TRUST 1429,
ACCORDING TO THE OFFICIAL PLAT THEREFROM ON FILE IN
THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON.

Tax Parcel No. R891207

Commonly known as Lot 1156 Parula Road, 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 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;

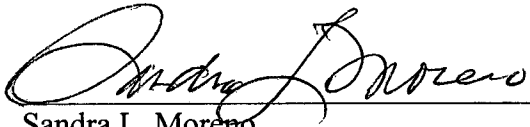
That in the execution and delivery of the Warranty Deed, Affiants as Grantors were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

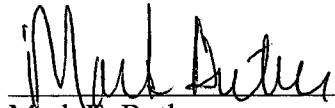
That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the Beneficiary's interest under the Deed of Trust encumbering the Property and granted by Affiants herein, to First American Title Insurance Company as Trustee, and to Bank of America, N.A. as Beneficiary, dated December 8, 2006, and recorded on December 15, 2006 under File No. 2006-024868, 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 December 8, 2006, in the amount of \$102,000.00, 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.


Sandra L. Moreno

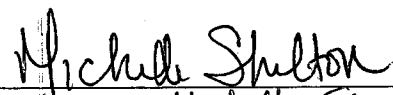

Mark E. Butler

STATE OF California)
COUNTY OF San Diego) ss.:

I certify that I know or have satisfactory evidence that Sandra L. Moreno 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 14 day of FEB, 2013.

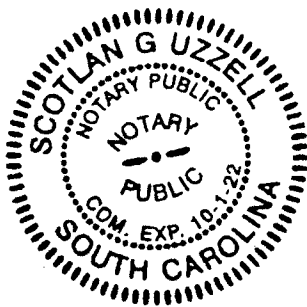


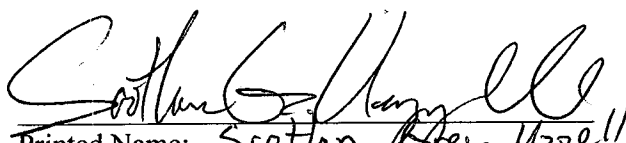

Printed Name: Michelle Shelton
Notary Public in and for the State of California
residing at 12463 RB Rd. SD CA 92128
My commission expires: May 19, 2015

STATE OF SC)
COUNTY OF York) ss.:

I certify that I know or have satisfactory evidence that Mark E. Butler 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 19th day of February, 2013.




Printed Name: Scotlan G. Uzzell
Notary Public in and for the State of SC
residing at 1709 Hechle Blvd, Rock Hill, SC 29732
My commission expires: 10-1-22

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

Sandra L. Moreno, Grantor
to
Bank of America, N.A., Grantee