

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

AMERITITLE

Fee: \$52.00

7042.80866/Lerma, Alfonso and Laura

Alfonso A. Lerma and Laura A. Lerma, 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 National Mortgage Association, conveying the following described property (“Property”) in Klamath County, Oregon.

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Tax Parcel No. 3909-002B-04401-000

Commonly known as 1810 Fargo Street, 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;

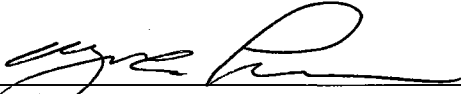
That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the Beneficiary's interest under the Deed of Trust encumbering the Property and granted by Affiants herein, to Amerititle as Trustee, and to Mortgage Electronic Registration Systems, Inc. solely as nominee for Countywide Bank, FSB as Beneficiary, dated July 30, 2007, and recorded on August 3, 2007 under File No. 2007-013765, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") and assigned to Green Tree Servicing, LLC by way of Assignment of Deed of Trust recorded on July 24, 2013 under File No. 2013-008373, 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 30, 2007, in the amount of \$99,000.00, 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.

47.00 ml.

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.



Alfonso A. Lerma



Laura A. Lerma

STATE OF _____)
) ss.:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Alfonso A. Lerma 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 ____ day of _____, 2013.

See Attached

Printed Name: _____
Notary Public in and for the State of _____
residing at _____
My commission expires: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Laura A. Lerma 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 ____ day of _____, 2013.

Printed Name: _____
Notary Public in and for the State of _____
residing at _____
My commission expires: _____

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

Alfonso A. Lerma and Laura A. Lerma, as tenants by the
entirety, Grantors
to
Federal National Mortgage Association, Grantee

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

Maureen Lent
Signature, Notary Public

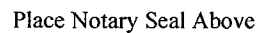


EXHIBIT "A"
LEGAL DESCRIPTION

The North 50 feet of the Southerly 100 feet of Lot 7 in Block 8 of PLEASANT VIEW TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the East 5 feet thereof conveyed to Klamath County by instrument recorded July 22, 1965 in Volume M65, page 216, Microfilm Records of Klamath County, Oregon.