

1512122095  
Recorded Requested By  
And When Recorded Mail To:

2013-012159  
Klamath County, Oregon



10/29/2013 01:17:23 PM

Fee: \$47.00

GREEN TREE SERVICING, LLC  
7360 S. KYRENE ROAD  
TEMPE, AZ 85283

DIL No: 001306-000032  
Loan No: 89474170

**ESTOPPEL AFFIDAVIT**

**MISTY A. HEATER AND MARK T. HEATER AS TENANTS BY THE ENTIRETY** being first duly sworn, depose and say: That they are the identical parties who made, executed and delivered that certain Warranty Deed to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** dated July 24, 2013 conveying the following described property to wit:

**SEE ATTACHED EXHIBIT "A"**

That the aforementioned Deed was an absolute conveyance of the title to said land to the Grantees named therein. In effect as well as in form, and was not and is not intended as a Deed of Trust, Mortgage, Contract of security of any kind, and that possession of said land has been surrendered to the said Grantee.

That this consideration in the aforesaid Deed was and is payment to us of the sum of ONE DOLLAR by the Grantees named therein receipt of which is hereby acknowledged, together with full cancellation of all debts, obligation, costs and charges, heretofore existing under and by virtue of the terms of that certain Note secured by the undersigned Deed of Trust heretofore existing on the property herein and hereinbefore described.

That said Note and Deed of Trust were executed by **MARK T. HEATER AND MISTY A. HEATER** as Grantor to **FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON**, as original trustee for the benefit and security of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.**, as beneficiary, recorded on **NOVEMBER 27, 2007** as Recording No. **2007-019984**, book **N/A**, page **N/A** records of **Klamath County, OREGON**.

We have defaulted under the terms of said Note and Deed of Trust. All notice provisions have been complied with and all grace periods have either expired or have been waived by us and the Lender has declared the Note and all indebtedness under the Note and Deed of Trust due and payable according to the terms thereof and the laws of the State of Oregon.

That in offering to execute the aforesaid Deed to the Grantees therein, and in executing the same, we were not acting under any misapprehension as to the effects thereof, nor under duress, undue influence or misrepresentation by the Grantees or the agent or attorney of the Grantees in said Deed. That the aforesaid Deed was made as a result of our request that the Grantees accept such Deed and was our free and voluntary act. Also by executing said Warranty Deed to Grantee's herein, we agree to vacate said premises within ten (10) days of the undersigned date.

That at the time of making said Deed we felt, and still feel, that the Note and Deed of Trust above mentioned represented a fair value of the property so deeded.

**ESTOPPEL AFFIDAVIT**  
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That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as preference against any other of our creditors.

That at the time it was given there were no other persons, firms or corporations other than the Grantees therein named interested either directly or indirectly in said land and personal property, and that we are not obligated upon any bond or other Mortgage or Deed of Trust or Contract where any lien has been created or exists against the premises described in said Deed.

That it was our intentions Grantors to convey, and by said Deed did convey to the Grantees therein, all our right, title and interest absolutely in and to the land in said Deed. This Affidavit was made for the protection and benefit of the aforesaid Grantees in said Deed, their successors and assigns, and all other parties hereinafter dealing with or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

DATED: 7-24-2013

Mark T Heater  
MARK T. HEATER

Misty A Heater  
MISTY A. HEATER

State of OREGON  
County of DESENGUES

On July 24, 2013 before me, JAMES D ELLIOTT

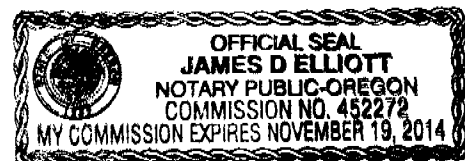
a Notary Public, personally appeared  
MARK T HEATER AND MISTY A HEATER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of OREGON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature James D Elliott



**EXHIBIT "A"**

A PORTION OF LOT 1, PINNEY'S ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHWEST CORNER OF SAID LOT 1; THENCE N. 40° 38' 35" E. , 311.99 FEET  
TO A 5/8 INCH IRON ROD; THENCE S. 89° 21' 15" E., 107.50 FEET TO A 5/8 INCH IRON ROD;  
THENCE S. 00° 38' 45" W., 288.78 FEET TO AN IRON ROD ON THE SOUTH LINE OF SAID LOT 1;  
THENCE N. 89° 17' 00" W., ALONG THE SOUTH LINE OF SAID LOT, 308.03 FEET TO THE POINT OF  
BEGINNING.

TOGETHER WITH ACCESS EASEMENT AS CONTAINED IN WARRANTY DEED, DATED JANUARY 6,  
1981, RECORDED JANUARY 12, 1981 IN VOLUME M81 PAGE 476, RECORDS OF KLAMATH  
COUNTY, OREGON, AS FOLLOWS:

A 30 FOOT WIDE STRIP OF LAND FOR ACCESS LYING ADJACENT TO AND EASTERLY FROM THE  
WEST LINE OF THE ABOVE DESCRIBED PARCEL BOUND ON THE NORTH AND SOUTH BY THE  
RESPECTIVE NORTH AND SOUTH PROPERTY LINES OF SAID PARCEL.