

Returned to County

AFTER RECORDING, RETURN TO:
William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

2013-013051

Klamath County, Oregon



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11/22/2013 02:06:00 PM

Fee: \$47.00

SEND TAX STATEMENTS TO:
Dorene Rae Edwards
856 Goldenrod Court
Reedsport OR 97467

DEED IN LIEU OF FORECLOSURE

Michael P. Goehring, whose full legal name is Michael Paul Goehring, Grantor, conveys to Dorene Rae Edwards, Grantee, the following-described real property:

Lot 6, Block 1 of BRYANT TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Assessor's Parcel No. R-3909-003AA-00200, Key No. 524775;
Account No. M-130581, Key No. M52775;
Account No. M-216487, Key No. M874708; and
Account No. M-062521, Key No. M30219

More commonly referred to as 4060 Shasta Way, Klamath Falls, Oregon 97603

Grantor is the owner of the property free and clear of all encumbrances except for the Trust Deed lien described below.

Grantor executed and delivered to Grantee a Trust Deed, recorded on October 19, 2006 as Document No. 2006-021018 of the Microfilm Records of Klamath County, Oregon, to secure payment of a Promissory Note in the sum of \$88,000. The Note and Trust Deed are in default and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this Deed in Lieu of Foreclosure and waiver of the right to collect against Grantor on the Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Trust Deed.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or

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threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC § 9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves his right to foreclose this Trust Deed at any time as to any party with any claim, interest, or lien on the property.

Grantor has read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor is Grantor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to this 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,

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OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 16 day of November 2013.

Michael Paul Goehring
Michael Paul Goehring

STATE OF CALIFORNIA)
) ss
County of San Bernardino)

On November 16, 2013 before me, Penny Lorraine Ponder, Notary Public,
personally appeared Michael Paul Goehring who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Penny Lorraine Ponder

