

mtc

After recording return to:
Edwin Febus
RCO Legal, P.S.
13555 SE 36th St., Suite 300
Bellevue, WA 98006

2014-001635
Klamath County, Oregon
02/25/2014 12:46:19 PM
Fee: \$67.00

Mail Tax Statements to:
Federal National Mortgage Association
14221 Dallas Parkway, Suite 1000
Dallas, TX 75254

7345.81297/Biela, Millie A.

**WARRANTY DEED
(Deed in Lieu)**

Grantors, The heirs and/or devisees of Millie A. Biela, deceased, convey and specially warrant to Federal National Mortgage Association, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

SEE EXHIBIT "A"

Tax Parcel No. 3809-029CD-08600-000 and 3809-029CD-08300-000

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 August 9, 2012, recorded on August 24, 2012, under File No. 2012-009357, 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 PERSONS 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.

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AMERITITLE 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.



Anya McCabe, as Personal Representative
of the Estate of Millie A. Biela, deceased

STATE OF IL)
COUNTY OF Cook) ss.: Chicago

I certify that I know or have satisfactory evidence that Anya McCabe signed this instrument, and on oath stated that she is authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Millie A. Biela, deceased, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 29 day of January, 2014.




[Notary Public Signature]
Printed Name: Alexis Karter
Notary Public in and for the State of IL
My commission expires: 2/27/2017

WARRANTY DEED

The heirs and/or devisees of Millie A. Biela, deceased,
Grantors
to
Federal National Mortgage Association, Grantee

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The Southeasterly one-half of Lots 1 and 2, Block 4, FIRST ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly line of Lot 1, Block 4, said FIRST ADDITION, 55 feet in a Southeasterly direction from the most Northerly corner of said Lot 1; thence continuing in a Southeasterly direction along the Northerly line of Lot 1, 55 feet, more or less, to the most Easterly corner of said Lot 1; thence in a Southwesterly direction along the Easterly line of Lots 1 and 2, 104 feet, more or less, to the most Southerly corner of Lot 2, said Block 4; thence in a Northwesterly direction along the Southerly line of said Lot 2, 55 feet, more or less, to a point 55 feet in a Southeasterly direction from the most Westerly corner of said Lot 2; thence in a Northeasterly direction 104 feet, more or less, to the place of beginning.

PARCEL 2:

The Southeasterly one-half of Lot 3, Block 4, FIRST ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly line of Lot 3, Block 4, said FIRST ADDITION, 55 feet in a Southeasterly direction from the most Northerly corner of said Lot 3; thence continuing in a Southeasterly direction along the Northeasterly line of said Lot 3, 55 feet, more or less, to the most Easterly corner of said Lot; thence in a Southwesterly direction along the Easterly line of said Lot, 52 feet, more or less, to the most Southerly corner of said Lot; thence in a Northwesterly direction along the Southerly line of said Lot, 55 feet; thence Northeasterly, parallel to the Easterly line of said Lot, 52 feet, more or less, to the point of beginning.

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Bellevue, WA 98006

7345.81297/Biela, Millie A.

ESTOPPEL AFFIDAVIT

The heirs and/or devisees of Millie A. Biela, deceased, (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 EXHIBIT "A"

Tax Parcel No. 3809-029CD-08600-000 and 3809-029CD-08300-000

Commonly known as 1122 North 8th Street, 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 Pacific Northwest Company of Oregon, Inc. as Trustee, and to Mortgage Electronic Registration Systems, Inc. as Beneficiary, dated August 9, 2012, and recorded on August 24, 2012 under File No. 2012-009357, in the Official Records of Klamath County, State of Oregon (the "Deed of Trust") and assigned to Federal National Mortgage Association by way of Assignment of Deed of Trust recorded on July 2, 2013 under File No. 2013-007538, 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 August 9, 2012, in the amount of \$107,800.00, 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.

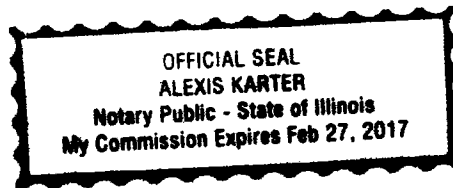
This affidavit is made for the protection and benefit of the Grantee of said Warranty Deed and Title Company which is about to insure the title to the Property in reliance thereon, and any other title company that may hereafter insure the title to the Property; That Affiants will testify, declare, depose, 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.



Anya McCabe, as Personal Representative
of the Estate of Millie A. Biela, deceased

STATE OF IL)
) ss.: Chicago
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Anya McCabe signed this instrument, and on oath stated that she is authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Millie A. Biela, deceased, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 29 day of January, 2014.




[Notary Public Signature]
Printed Name: Alexis Karter
Notary Public in and for the State of Illinois
My commission expires: 2/27/2017

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

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Grantors
to
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