

2014-001991

Klamath County, Oregon



00149462201400019910030033

03/10/2014 10:14:56 AM

Fee: \$52.00

**AFTER RECORDING, RETURN TO:**

William M. Ganong  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls OR 97601

**SEND TAX STATEMENTS TO:**

Henry J. Caldwell, Jr., Trustee  
Deborah L. Caldwell, Trustee  
19683 Webber Road  
Klamath Falls OR 97603

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**DEED IN LIEU OF FORECLOSURE**

Michael Paul Goehring, who took title as Michael P. Goehring, Grantor, conveys to Henry J. Caldwell, Jr. and Deborah L. Caldwell, Trustees of the Caldwell Family Trust, uda 1-6-96, and their successors in Trust, Grantees, the following-described real property:

Lot 7, 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-00100-000

More commonly referred to as 4076 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 Grantees a Trust Deed, recorded on October 8, 2008 as Document No. 2008-013897 of the Microfilm Records of Klamath County, Oregon, to secure payment of a Promissory Note in the sum of \$77,500. The Note and Trust Deed are in default, and the Trust Deed is subject to foreclosure. In consideration of Grantees' acceptance of this Deed in Lieu of Foreclosure and waiver of the right to collect against Grantor on the Note, Grantees 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 Grantees, 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 the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive

DEED IN LIEU OF FORECLOSURE - 1

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 Grantees 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. Grantees reserves their right to foreclose this Trust Deed at any time as to any party with any claim, interest, or lien on the property.

Grantor also conveys, assigns, and releases to Grantees all rights, interest, and title he has under the terms of the Conditional Assignment of Rentals recorded October 8, 2008, as Document No. 2008-013898 of the Microfilm Records of Klamath County, Oregon.

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 Grantees, Grantees' agents, lawyers, or any other person.

Grantees do 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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DEED IN LIEU OF FORECLOSURE - 2

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 30 day of January 2014.

  
Michael Paul Goehring

STATE OF CALIFORNIA )

) ss

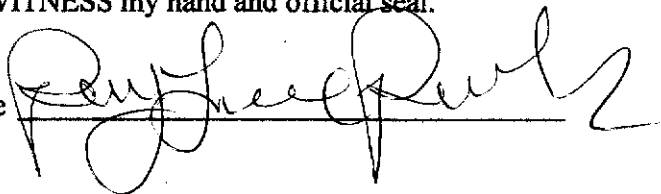
County of San Bernardino )

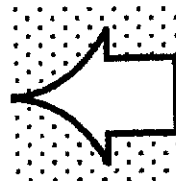
On Feb 13, 2014 before me, Penny Lorraine Ponder, Notary Public,  
personally appeared Michael Paul Goehring who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and acknowledged to  
me that he executed the same in his authorized 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.

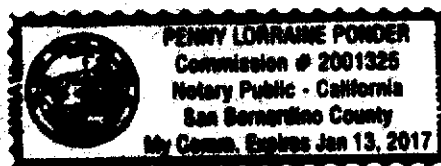
WITNESS my hand and official seal.

Signature





NOTARIZE



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