

2014-002184

Klamath County, Oregon

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

79287983



03/13/2014 03:29:41 PM

Fee: \$62.00

SEND TAX STATEMENT TO:  
FEDERAL NATIONAL MORTGAGE ASSOCIATION  
C/O WELLS FARGO HOME MORTGAGE MAC X9999-01N  
1000 BLUE GENTIAN ROAD, SUITE 300  
EAGAN, MN 55121

[Space Above This Line For Recording Data]

**DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS, that **LEONARD J. HOWLETT AND JANET M. HOWLETT, HUSBAND AND WIFE** whose address is 7023 PRAIRIE DOG DR, BONANZA OR 97623 hereinafter called grantor, for **\$183,891.64** and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **FEDERAL NATIONAL MORTGAGE ASSOCIATION** whose address is C/O WELLS FARGO HOME MORTGAGE MAC X9999-01N, 1000 BLUE GENTIAN ROAD, SUITE 300 EAGAN, MN 55121 and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of KLAMATH, State of Oregon, described as follows:

A parcel of land situated in the E 1/2 SW 1/4 of Section 2, Township 34 South, Range 7 East of the Willamette Meridian and the W 1/2 SE 1/4 of Section 2, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the centerline of Larsen Creek.

EXCEPTING THEREFROM a piece or parcel of land situate in Section 2, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a brass cap monument marking the 1/4 section corner common to Sections 2 and 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 89°44'00" West along the section line 110.00 feet to its intersection with the centerline of a creek; thence in a general Northerly and Westerly direction along the thread of said creek, as determined during recorded Survey No. 1987 to a point on the Easterly boundary of a 3.09 acre parcel surveyed during said Survey No. 1987; thence North 5°08'41" West along said Easterly boundary 37.00 feet to a point marked by a 5/8" iron pin; thence North 5°08'41" West 404.35 feet to a point marked by a 5/8" iron pin; thence South 84°51'19" West 300.00 feet to a point on the West line of the E 1/2 SW 1/4 of said Section 2; thence North 5°08'41" West along said West line of the E 1/2 SW 1/4 865.57 feet to a point; thence South 89°47'23" East 1975.59 feet to a point; thence North 4°34'16" West 442.20 feet to a point on the East-West centerline of said Section 2, marked by a 5/8" iron pin; thence South 89°48'03" East along said East-West centerline 764.73 feet to a 5/8" iron pin marking the center East 1/16 corner of said Section 2; thence South 1°54'32" East along the East line of the W 1/2 SE 1/4 of said Section 2, 2643.39 feet to a 5/8" iron pin marking the East 1/16 corner common to Sections 2 and 11; thence North 89°44'00" West along the South line of said Section 2, 1297.58 feet, more or less to the point of beginning.

Tax Parcel Number: R188255 and R893539

Property Address: 47330 DEER STREET, CHILOQUIN, OR 97624

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

*Signature*

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. **See Estoppel Affidavit attached as Exhibit "A"**

The true and actual consideration for this transfer consists of \$183,891.64 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on 6/18/2007, by grantor in favor of WELLS FARGO BANK, N.A. and recorded as Instrument No. 2007-011942, of the real property records of KLAMATH County, State of Oregon on 7/3/2007. Said mortgage was assigned from Wells Fargo Bank, N.A. to Federal National Mortgage Association with assignment dated \_\_\_\_\_ and recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.**

IN WITNESS WHEREOF, the grantor has executed this instrument this 19 day of Jan, 2014

*Leonard J. Howlett*  
LEONARD J. HOWLETT

*Janet M. Howlett*  
JANET M. HOWLETT

STATE OF OREGON )  
COUNTY OF KLAMATH ) SS.

This instrument was acknowledged before me on JAN 29, 2014 by LEONARD J. HOWLETT AND JANET M. HOWLETT.

Dated: JAN 29, 2014

(seal/stamp)

*Jo Ann R. Siebecke*  
Notary Public  
My Appointment Expires: 7.6.17

Prepared By/Reviewed By:  
TERRY HANSEN, Attorney at Law  
901 N. BRUTSHER ST. SUITE 206  
NEWBERG, OR 97132



**Exhibit "A"**  
**ESTOPPEL AFFIDAVIT**

STATE OF OREGON )  
 )SS.  
COUNTY OF KLAMATH )

**LEONARD J. HOWLETT AND JANET M. HOWLETT, HUSBAND AND WIFE** ("Grantor"), being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** ("Grantee"), dated this 29th day of JAN, 2014, conveying the following described property, to-wit:

A parcel of land situated in the E 1/2 SW 1/4 of Section 2, Township 34 South, Range 7 East of the Willamette Meridian and the W 1/2 SE 1/4 of Section 2, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the centerline of Larsen Creek.

EXCEPTING THEREFROM a piece or parcel of land situate in Section 2, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a brass cap monument marking the 1/4 section corner common to Sections 2 and 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 89°44'00" West along the section line 110.00 feet to its intersection with the centerline of a creek; thence in a general Northerly and Westerly direction along the thread of said creek, as determined during recorded Survey No. 1987 to a point on the Easterly boundary of a 3.09 acre parcel surveyed during said Survey No. 1987; thence North 5°08'41" West along said Easterly boundary 37.00 feet to a point marked by a 5/8" iron pin; thence North 5°08'41" West 404.35 feet to a point marked by a 5/8" iron pin; thence South 84°51'19" West 300.00 feet to a point on the West line of the E 1/2 SW 1/4 of said Section 2; thence North 5°08'41" West along said West line of the E 1/2 SW 1/4 865.57 feet to a point; thence South 89°47'23" East 1975.59 feet to a point; thence North 4°34'16" West 442.20 feet to a point on the East-West centerline of said Section 2, marked by a 5/8" iron pin; thence South 89°48'03" East along said East-West centerline 764.73 feet to a 5/8" iron pin marking the center East 1/16 corner of said Section 2; thence South 1°54'32" East along the East line of the W 1/2 SE 1/4 of said Section 2, 2643.39 feet to a 5/8" iron pin marking the East 1/16 corner common to Sections 2 and 11; thence North 89°44'00" West along the South line of said Section 2, 1297.58 feet, more or less to the point of beginning.

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That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed affiant did convey to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**.

That in the execution and delivery of said deed affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress.

That aforesaid deed was not given as a preference against any other creditors of the deponent, that at the time it was given there was no other person or persons, firms or corporations, other than **LEONARD J. HOWLETT AND JANET M. HOWLETT, HUSBAND AND WIFE**, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, who have an interest, either directly, or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiant of the sum of \$183,891.64 by FEDERAL NATIONAL MORTGAGE ASSOCIATION and its agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by LEONARD J. HOWLETT AND JANET M. HOWLETT, HUSBAND AND WIFE to WELLS FARGO BANK, N.A., dated 6/18/2007, recorded on 7/3/2007 as Instrument No. 2007-011942, of the real property records of KLAMATH County, State of Oregon. Said mortgage was assigned from Wells Fargo Bank, N.A. to Federal National Mortgage Association with assignment dated \_\_\_\_\_ and recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore presents the fair value of the property so decided, or more.

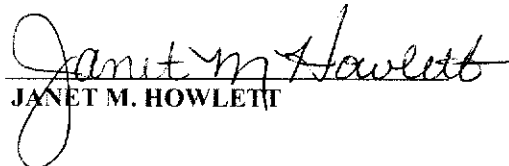
**This affidavit is made for the protection and benefit of FEDERAL NATIONAL MORTGAGE ASSOCIATION, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.**

The affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

**I (WE) UNDERSTAND THAT I (WE) HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I (WE) HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.**

Dated: JAN 29, 2014

  
LEONARD J. HOWLETT

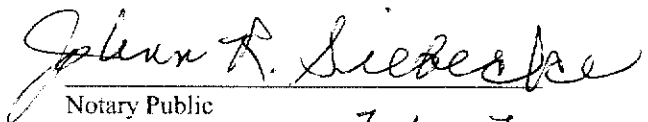
  
JANET M. HOWLETT

STATE OF OREGON )  
COUNTY OF KLAMATH ) SS.

Signed and sworn to (or affirmed) before me on JAN 29, 2014 by LEONARD J. HOWLETT AND JANET M. HOWLETT.

(seal/stamp)



  
Notary Public  
My Appointment Expires: 7-6-17



\*U04601841\*

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