

2014-002995

Klamath County, Oregon

04/07/2014 11:23:56 AM

Fee: \$57.00

18
When recorded, mail to:
Robinson Tait, P.S.
John Edmundson
710 Second Avenue Suite 710
Seattle, WA 98104

STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE

THE GRANTORS, Thomas H. Daniels and Colleen A. Daniels Husband and Wife, for and in consideration of a deed in lieu of foreclosure of that certain Deed of Trust made by Thomas H. Daniels and Colleen A. Daniels Husband and Wife, as Grantors, in favor of Bank of America, N.A. as Beneficiary, dated July 14, 2010 and recorded on August 9, 2010, as Instrument No. 2010-009397, records of Klamath County, Oregon, do hereby warrant and convey to the Federal National Mortgage Association, the following described real property free of encumbrances except as specifically set forth herein:

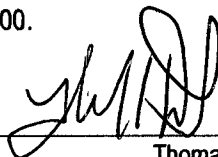
LOT 442, BLOCK 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

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, 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.

DATED: 11-7-13

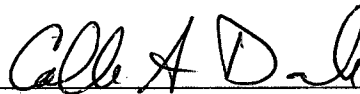
By



Thomas H. Daniels

DATED: 11-7-13

By

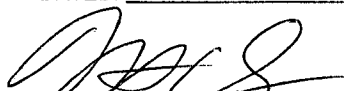


Colleen A. Daniels

STATE OF OREGON)
COUNTY OF CLATSOP) SS.

This instrument was acknowledged before me on October 7, 2013 by Thomas H. Daniels and
Colleen A. Daniels

DATED: 11-7-13



Name (typed or printed):

Michael L. Spencer

NOTARY PUBLIC in and for the State of

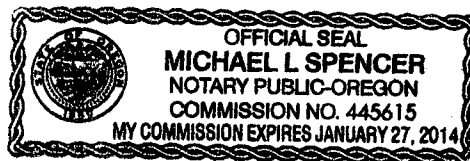
OREGON

Residing at

403 Main St, Clatsop Falls, OR 97601

My appointment expires:

11-27-14



ESTOPPEL AFFIDAVIT

Deed in Lieu of Foreclosure

Being first duly and separately sworn, the undersigned (herein, whether singular or plural, the "Affiant") deposes and says:

1. That the Affiants made, executed and delivered the following Deed of Trust as grantor(the "Deed of Trust") existing on the land, as defined herein:

To: Bank of America, N.A. as beneficiary
Dated: July 14, 2010
Dated Recorded: August 9, 2010
Recording No.: 2010-009397
Records of Klamath County, State of Oregon

2. That they are the identical parties who executed and delivered that certain deed (the "Statutory Warranty Deed in Lieu of Foreclosure") to the following (the "Grantee"):

Grantee: Federal National Mortgage Association
Dated: October __, 2013
Recorded Concurrently Herewith
Records of Klamath County, State of Oregon

conveying the following described property (the "Land"):

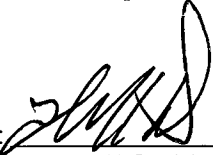
LOT 442, BLOCK 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

3. That the Deed and conveyance was an absolute conveyance of the title to the Land to the Grantee in effect as well as form, and was not and is not now intended as a Deed of Trust, trust conveyance, or security of any kind, and that possession of the Land has been surrendered to the said Grantee;
4. That the consideration in the Deed and conveyance was and is payment to Affiant of the sum of \$0.00 by the Grantee, receipt for which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of the Deed of Trust (and of any notes, agreements or other security instruments in connection therewith, herein the "Note"), and the delivery by the Grantee to the Affiant of evidence of debt secured by said Deed of Trust, duly canceled, is hereby acknowledged;
5. That the Deed and conveyance was made by the Affiant as the result of their request that the Grantee accept such Deed and conveyance;
6. That the Deed and conveyance was the free and voluntary act of the Affiant;
7. That at the time the Deed and conveyance was given the Affiant felt and still feels that the Deed of Trust and Note indebtedness mentioned above represented a fair value of the Land;
8. That the Deed and conveyance was not given as a preference against any other creditors of the Affiant;
9. That at the time the Deed and conveyance was given there was no other person or persons, firms, corporations or partnerships other than the Affiant interested, either directly or indirectly, in the Land;

10. That the Affiant is solvent and has no other creditors whose rights would be prejudiced by the Deed and conveyance;
11. That the Affiant is not obligated upon any bond or other Deed of Trust whereby any lien has been created or exists against the Land;
12. That the Affiant, in offering to execute and deliver the Deed and conveyance to the Grantee, and in executing and delivering the same, was not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation by the Grantee or any agent or attorney of the Grantee;
13. That it is the intention of the Affiant, as grantor in the Deed and conveyance, to convey, and by the Deed and conveyance the Affiant did convey, to the Grantee all of their right, title and interest absolutely in and to the Land.

This affidavit is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereinafter dealing with or who may acquire an interest in the Land. This affidavit shall bind the respective heirs, executors, administrators, personal representatives and assigns of the Affiant.

DATED this 31ST day of October, 2013

By: 
Thomas H. Daniels

By: 
Colleen A. Daniels