

2014-005627

Klamath County, Oregon



00153834201400056270030032

05/28/2014 08:27:19 AM

Fee: \$52.00

**AFTER RECORDING, RETURN TO:**

SELCO COMMUNITY CREDIT UNION  
Attn: Eric J. Kiley, Associate General Counsel  
P.O. Box 7487  
Springfield, OR 97475

Send all tax statements to the above address until a change is requested.

**DEED IN LIEU OF FORECLOSURE  
(NON-MERGER)**

**Beverly J. Hunnicutt, personal representative for the Estate of Evelyn Ochs Hunnicutt deceased, and Grantor, hereby conveys and warrants to SELCO Community Credit Union, Grantee, all of Grantor's interest in the following described real property (the "Property"):**

LOT 5. IN BLOCK 19 of MERRILL. IN THE CITY OF MERRILL, KLAMATH COUNTY, OREGON.

together with all tenements, hereditaments and appurtenances thereto belonging, free of encumbrances.

**The Real Property or its address is commonly known as 205 Washington Street, Merrill, Oregon 97633.**

The true and actual consideration for this Deed is Zero Dollars and other value given (being Grantee's agreement specifically described below).

**RECITALS:**

A. Grantee is the beneficiary under that certain Deed of Trust dated March 15, 2010 (the "Trust Deed"), under which AmeriTitle is the Trustee, and Evelyn Ochs Hunnicutt, listed as Evelyn J. Hunnicutt on the Trust Deed, was the Grantor, which was given to secure indebtedness with interest described therein and which was recorded March 17, 2010, Reception No. 2010-003438 of the Official Records of Klamath County, Oregon.

**GRANTOR REPRESENTS AND COVENANTS THAT:**

1. Grantor is the successor in interest of the Estate of Evelyn Ochs Hunnicutt pursuant to an Affiant Deed conveying the Property to Grantor and recorded on December 28, 2013, Reception No. 2013-013876 of the Official Records of Klamath County, Oregon. Evelyn Ochs Hunnicutt died on May 6, 2013 as shown by the Death Certificate attached as Exhibit B, and Beverly J. Hunnicutt is her surviving daughter.

2. The Recitals are true and correct. This Deed is absolute in effect and conveys fee simple title of the Property to the Grantee and does not operate as a mortgage, trust conveyance or security of any kind.

3. This Deed does not merge the fee ownership with the lien of the Trust Deed described above. The fee ownership and the lien of the Trust Deed shall continue and remain separate and distinct.

4. In consideration of the withholding of a foreclosure suit against the Property by Grantee and any associated deficiency balance, Grantee's waiver of the right to claim reasonable attorney fees and costs in such action, and Grantor's benefit in retaining the possession of the Property through the date of this Deed, Grantee may retain all payments previously made on their secured debt with no duty to account therefore.

5. By acceptance of this Deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the Promissory Note which was secured by the Trust Deed above described, other than by foreclosure of said Trust Deed, and that in any such proceeding to foreclose the Trust Deed, they shall not seek nor permit a deficiency judgment against Grantor or Grantor's heirs or assigns, such right and remedies being hereby waived. Grantee shall have accepted this Deed only if Grantee has caused this Deed to be recorded.

6. Grantor represents that during the time period 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 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), other applicable state or federal laws, or regulations adopted pursuant to the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all claims resulting from a breach of this warranty.

7. The Trust Deed is in default. Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and any statutory rights of redemption concerning the real property and the Trust Deed described above. This Deed is not given as a preference over other creditors of the Grantor. At this time there is no other person or other entity, other than Grantee, interested in the Property directly or indirectly, in any manner whatsoever.

8. Grantor states that it is not acting under any misapprehension as to the legal effect of the Deed, nor under any duress, undue influence or misrepresentation of Grantee, agent of Grantee, or any other person.

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.

DATED May 19<sup>th</sup>, 2014.

GRANTOR:

Beverly J. Hunnicutt, current Grantor and Personal Representative  
For the Estate of Evelyn Ochs Hunnicutt

By: Beverly J. Hunnicutt  
Beverly J. Hunnicutt

STATE OF WASHINGTON )  
 ) ss.  
County of King )

This instrument was acknowledged before me on 5/19/14, 2014, by Beverly J. Hunnicutt, grantor and Personal Representative for the Estate of Evelyn Ochs Hunnicutt.



Sabrina C Rhodes  
Notary Public of Washington  
My Commission Expires: 4/19/17  
Sabrina C Rhodes