

MTD 99797

RETURN TO: Andrew C. Brandsness 411 Pine Street Klamath Falls, OR 97601	TAX STATEMENT TO Tommy and Patricia Hopkins 13784 Keno Wordan Road Klamath Falls, OR 97601
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2014-005696 Klamath County, Oregon 05/29/2014 10:09:50 AM Fee: \$52.00

DEED IN LIEU OF FORECLOSURE - NO MERGER

THIS INDENTURE between Steven D. Trent, whose address is 13660 Keno Worden Road, Klamath Falls, OR 97601, hereinafter called Grantor, and Tommy M. Hopkins and Patricia A. Hopkins, husband and wife, whose address is 13784 Keno Worden Road, Klamath Falls, OR 97601, hereinafter called Grantees:

Grantor conveys and warrants to Grantees following described real property situated in Klamath County, Oregon:

Parcel 3 of Land Partition 42-99, said Land Partition being a replat of "Major Land Partition No. 9-87", situated in the SE1/4 of Section 7, SW1/4 of Section 8, and the NE1/4 NE1/4 of Section 18, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress, egress, and public utilities over and across that portion of said easement as delineated on the face of said Land Partition 42-99, and as shown in detail on Sheet 2 of Land Partition 42-99, extending from the Keno-Worden Road westerly over and across the most northerly portion of Parcel 1 of said Land Partition 42-99 and terminating at the most northwesterly line of said Parcel 1 of Land Partition 42-99.

Grantor covenants that:

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

Grantor is the owner of the premises. The property is encumbered by a trust deed wherein Grantees are Beneficiary dated November 21, 2000, and recorded on November 21, 2000 at Volume M00, page 41996 of the official records of Klamath County, Oregon. The property is free and clear of all other liens and encumbrances, excepting those preceding the trust deed above-referenced. The trust deed is in default.

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

The consideration of this transfer is the forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or a deficiency judgment against Grantor and the waiver of the Grantees' right to collect costs, disbursements and attorney's fees, as well as any deficiency balance due from the Grantor.

By acceptance of this deed, Grantees covenant and agree that Grantees shall forever forbear taking any action whatsoever to collect against Grantor on the promissory note given to secure the trust deed described above, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed Grantees shall not seek, obtain, or permit a deficiency judgment against Grantor, or Grantor's heirs or assigns, such rights and remedies being waived.

Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantor surrenders possession of the real property to Grantees.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantees, Grantees' agent or attorney, or any other person.

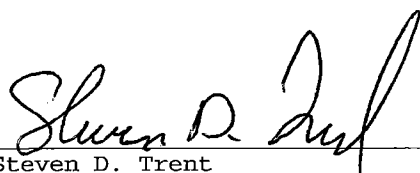
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS

\$ 52.00

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.

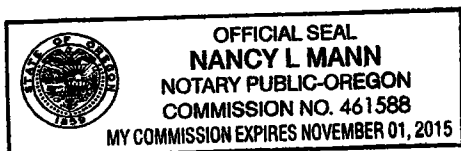
IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

DATED this 20 day of May, 2014.


Steven D. Trent

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 20 day of May, 2014, the above named Steven D. Trent and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon
My Commission expires: 11-1-15

Company or Agent: _____
Order No. _____

AFFIDAVIT AND ESTOPPEL CERTIFICATE
(Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath:


I, Steven D. Trent, being first duly sworn, depose and say that:

- (1) I am the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to Tommy M. Hopkins and Patricia A. Hopkins, (herein "the Grantee") dated May _____, 2014, recorded on May _____, 2014, as Recording Reference 2014-_____, records of the below referenced county in Oregon, conveying the following described property (herein "the Property"), to wit:

Parcel 3 of Land Partition 42-99, said Land Partition being a replat of "Major Land Partition No. 9-87", situated in the SE1/4 of Section 7, SW1/4 of Section 8, and the NE1/4 NE1/4 of Section 18, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

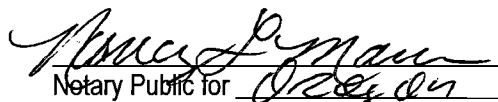
TOGETHER WITH an easement for ingress, egress, and public utilities over and across that portion of said easement as delineated on the face of said Land Partition 42-99, and as shown in detail on Sheet 2 of Land Partition 42-99, extending from the Keno-Worden Road westerly over and across the most northerly portion of Parcel 1 of said Land Partition 42-99 and terminating at the most northwesterly line of said Parcel 1 of Land Partition 42-99.

- (2) I make this Affidavit for and on behalf of Grantor pursuant to appropriate resolution that duly authorized the Deed.
- (3) The Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed (herein "the Trust Deed") dated November 21, 2000, recorded on November 21, 2000 as Recording Reference M00, page 41996, records of above referenced county in Oregon. At the time of making the Deed, Grantor was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value for the Property.
- (4) This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.
- (5) The undersigned affiant 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 facts and representations contained in this Affidavit and Estoppel Certificate.
- (6) The undersigned affiant has executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.



Steven D. Trent

SUBSCRIBED AND SWORN TO before me this 20 day of May, 2014.


Notary Public for Oregon
My commission expires: 11-1-15

