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AMERITITLE

100770

2014-006897

Klamath County, Oregon

06/30/2014 01:10:37 PM

Fee: \$57.00

**Grantor's Name and Address:**

Michael J. Hull  
1338 NW 9th St  
Redmond, Oregon 97756

**Grantee's Name and Address:**

Federal National Mortgage Association  
3900 Wisconsin Avenue, NW  
Washington, DC 20016-2892

**After Recording Return To:**

Ruth Ruhl, P.C

C/O Old Republic  
500 City Parkway West, Suite 200  
Orange, CA 92868

**Until A Change Is Requested, All Tax Statements  
Shall Be Sent To The Following Address:**

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, Texas 75067

Loan No.: 0596674814

Investor No.: 1686018716

**BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE  
OF MORTGAGE OR TRUST DEED**

In this instrument:

- (1) "Grantor" means: Michael J. Hull, a single man
- (2) "Grantee" means: Federal National Mortgage Association
- (3) "Property" means the real property described on the attached and incorporated Exhibit A.
- (4) "Estoppel Affidavit" means the affidavit executed by Grantor and recorded herewith.

Grantor is the owner of the Property.

Title of the Property is subject to encumbrances of record, including a mortgage or trust deed (herein the "Trust Deed") in favor of Grantee as follows:

**Dated:** February 10th, 2003

**Date Recorded:** February 14th, 2003

**Borrower (s):** Michael J. Hull

**Original Lender (s):** American Fidelity, Inc.

**Original Beneficiary:**

**Original Trustee:** AmeriTitle

**Amount:** \$79,900.00

**Book/Reel/Volume:** M03

**Page:** 09135

**Fee/File/Instrument/Microfilm/Reception No.:** N/A

**County:** Klamath

**Property Address:** 14208 Meadowbrook Court, Klamath Falls, Oregon 97601

**Tax ID No.:** R494003

The consideration amount is sixty eight thousand five hundred forty eight and 05/100 Dollars (U.S. \$68,548.05).

Loan No.: 0596674814  
Investor No.: 1686018716

Grantor is unable to pay the obligations secured by the Trust Deed and has asked Grantee to accept an absolute deed of conveyance of the Property and to forebear action against Grantor on the promissory note secured by the Trust Deed.

NOW, THEREFORE, Grantor grants, bargains, sells, and conveys to Grantee and to Grantee's successors and assigns all of the Property, with the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property, including, but not limited to, all of Grantor's rights in any reserve accounts for the payment of taxes, insurance or other charges attributable to the Property, to have and to hold unto Grantee and Grantee's successors and assigns forever.

The true and actual consideration for this transfer consists of Grantee's waiver of Grantee's right to judgment against Grantor personally under the Promissory Note secured by the Trust Deed and Grantee's waiver of Grantee's right to deficiency judgment against Grantor. For purposes of ORS 93.030, the actual consideration consists of or includes other property or other value given or promised that is part or the whole consideration.

This Deed is absolute in effect and conveys to Grantee fee simple title in the property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind.

This Deed does not effect or constitute a merger of the fee ownership and the lien of the Trust Deed. The fee and the lien shall remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Trust Deed at any time as to any party with any claim, interest or lien on the property.

Grantor directs and authorizes Grantee to collect any rentals due with respect to the Property.

By acceptance of this Deed, Grantee covenants and agrees that Grantee forever shall forebear taking any action whatsoever to collect against Grantor on the promissory note secured by the Trust Deed, other than by foreclosure of the Trust Deed, and that in any proceeding to foreclose the Trust Deed, Grantee shall not seek, obtain, or permit a deficiency judgment against Grantor or against the heirs or assigns of Grantor.

Grantor acknowledges that the debt secured by the Deed Trust is in default, that the Trust Deed is subject to immediate foreclosure by Grantee, that Grantor is unable to pay or cure the defaults, and that Grantor therefore desires to avoid litigation by granting this Deed in Lieu of Foreclosure.

Grantor waives, surrenders, conveys and relinquishes any equity of redemption and any statutory right of redemption concerning the Property and the Trust Deed.

Grantor is not acting under misapprehension as to the legal effect of this Deed or under duress, undue influence or misrepresentation by Grantee, Grantee's agent, or attorney, or any other person.

Grantor acknowledges that the Trust Deed is valid, subsisting and binding and shall remain in force and effect.

Grantee does not expressly or impliedly agree to assume or to pay any debt, lien, charge or obligation that relates to or is attributable to the Property.

In construing this Deed, and where the context so requires, the singular includes the plural, and all grammatical changes shall be implied to make provisions of this instrument applicable equally to corporations and other business entities and to individuals.

Grantor releases Grantee from each claim which Grantor may have arising out of the Trust Deed or the promissory note it secures.

Loan No.: 0596674814  
Investor No.: 1686018716

IN WITNESS WHEREOF, Grantor has executed this instrument.

DATED: July 1 2013

Michael J. Hull  
Michael J. Hull

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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

State of Oregon §  
County of Deschutes §

The foregoing instrument was acknowledged before me Angela Vargas, 7-1-13 [date],  
by Michael J. Hull

[name of person acknowledged].

(Seal)



Angela Vargas  
Notary Signature

Angela Vargas  
Printed Name

Notary Public, State of Oregon

My Commission Expires: January 12, 2014

**EXHIBIT A**

LOT 26 IN BLOCK 3 OF TRACT 1046, ROUND LAKE ESTATES, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
COUNTY, OREGON.