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Klamath County, Oregon
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Salt Lake City, UT 84115-4412

Order No.: 130126364
APN No.: 3909-010DA-01400-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED IN LIEU OF FORECLOSURE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BRIAN J. PALMER AND KACIE A. PALMER, AS TENANTS BY THE ENTIRETY, WHO AQUIRED TITLE AS BRIAN J. PALMER AND KACIE A. PALMER, HUSBAND AND WIFE** ("Grantor(s)")

HEREBY CONVEY(S) AND WARRANT(S) TO: **BANK OF NEW YORK MELLON, F/K/A BANK OF NEW YORK, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ALTERNATIVE LOAN TRUST 2006-43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB** and to its successors and assigns, ("Grantee") the following described real property in the County of **KLAMATH COUNTY** State of **OREGON** described as:

LOT 25, LANDIS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMTH COUNTY, OREGON

Property is purported to be: **3909 CLINTON AVENUE, KLAMATH FALLS, OR 97603**

This Deed is an absolute conveyance, the Grantor(s) having sold said land to the Grantee for a fair and adequate consideration; said consideration being that Grantee agrees not to bring a personal action on the debt against the Grantor(s) as related to the obligations of the Deed of Trust existing on said property executed by **BRIAN J. PALMER AND KACIE A. PALMER, HUSBAND AND WIFE** as Trustor(s), **FIDELITY NATIONAL TITLE INSURANCE CO.**, as Trustee and **COUNTRYWIDE HOME LOANS, INC.**, the Beneficiary; which was recorded on **12/14/2006** in Volume **2006**, Page **024736**, in Microfilm Records of **KLAMATH** County **OREGON**.

This Warranty Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust described herein. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Deed of Trust at any time as to any party with any claim, interest, or lien on the property.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the property.

Grantor(s) declares that this conveyance is free and fairly made pursuant to conditions set forth in the Estoppel Affidavit recorded concurrently with this conveyance. See attached Exhibit A.

TO HAVE AND TO HOLD the said real property described herein, with its appurtenances unto the said Grantee, Grantee's heirs and assigns forever. And said Grantor(s) hereby covenant to and with said Grantee, that Grantor(s) are owners in fee simple of said real property; that said real property is free from all encumbrances except for that above mentioned Deed of Trust. The interest of the Grantor(s) in the real property being acquired by the Grantee hereunder, and the lien or security interest of the Deed of Trust, and of any other security instrument, shall not merge.

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.

Dated: November 25th 2013
November 25th 2013

BRIAN J. PALMER
By: BRIAN J. PALMER

Kacie Palmer
By: KACIE A. PALMER

State of: Oregon

County of: Klamath

On Nov-25th 2013, before me, Deborah Torrie, personally appeared **BRIAN J. PALMER, KACIE A. PALMER** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity, and that by ~~his/her~~ their signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah Torrie
Notary Public



**EXHIBIT A
ESTOPPEL AFFIDAVIT**

State of: OREGON

County of: KLAMATH COUNTY

BRIAN J. PALMER, KACIE A. PALMER declare the following:

BRIAN J. PALMER, KACIE A. PALMER are the same parties that executed and delivered the certain Warranty Deed to **BANK OF NEW YORK MELLON, F/K/A BANK OF NEW YORK, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ALTERNATIVE LOAN TRUST 2006-43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB** on the same date as this document, which conveyed the interest in real property commonly known as: **3909 CLINTON AVENUE, KLAMATH FALLS, OR 97603** and described as follows:

**LOT 25, LANDIS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN
THE OFFICE OF THE COUNTY CLERK OF KLAMTH COUNTY, OREGON**

The Warranty Deed is an absolute conveyance of the title and is not intended as a mortgage, trust conveyance or security of any kind;

That as a condition precedent to recording the Warranty Deed and this Affidavit, the Grantor(s) have vacated the property and surrendered possession to the Grantee;

That the consideration for said Warranty Deed is that the Grantee agrees not to bring a personal action on the debt against the Grantor(s) as related to the obligations of the Deed of Trust existing on said property executed by **BRIAN J. PALMER AND KACIE A. PALMER, HUSBAND AND WIFE** as Trustor(s), **FIDELITY NATIONAL TITLE INSURANCE CO.**, as Trustee and **COUNTRYWIDE HOME LOANS, INC.**, the Beneficiary; which was recorded on 12/14/2006 in Volume 2006, Page 024736, in Microfilm Records of **KLAMATH** County **OREGON**.

That Grantor(s) believe that the consideration given is adequate for the real property so deeded in that the fair market value of the property is not in excess of the indebtedness of the Grantor(s) as of the date hereof;

That the parties intend that the deed of trust or mortgage described above survive and not merge with the fee interest transferred by the Warranty Deed;

That at the time of making said Warranty Deed no proceedings in bankruptcy or receivership have been instituted by or against the Grantor(s), that the Grantor(s) were solvent, that said Warranty Deed was not given as a preference against any other of the Grantor(s)' creditors, and that the Grantor(s) have no other creditors whose rights would be prejudiced by such conveyance;

That at the time of making said Warranty Deed there was no other person or persons, firms, or corporations, other than the Grantee, who were interested either directly or indirectly in said real property; that the Grantor(s) were not obligated upon any bond or other mortgage whereby any liens were created or exist against the above described real property; that all labor and material used in the construction of improvements or repairs on the above described real property have been paid for and there were no unpaid labor or material claims against the above described real property or the improvements located thereon; that the Grantor(s) agree to pay on demand to the Grantee, its successors and/or assigns, all

amounts secured by any and all liens not disclosed herein, but created or known by the Grantor(s), together with costs, loss and attorney's fees, that the Grantee may incur in connection with such undisclosed liens;

This Affidavit is made for the benefit of the Grantee in said Warranty Deed, **BANK OF NEW YORK MELLON, F/K/A BANK OF NEW YORK, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ALTERNATIVE LOAN TRUST 2006-43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB**, its successor and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property herein described and particularly for the benefit of the title insurer which insures the title to said property in reliance thereon, and shall bind the respective successors, executors, administrators and assigns of the undersigned;

The Grantor(s) have read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor are the Grantor(s) under any duress, undue influence, or misrepresentations of the Grantee, the Grantee's agents, lawyers, or any other person, and it is the intent of the Grantor(s) to convey and by said Deed did convey to the Grantee therein all my right, title and interest absolutely in and to the premises described in said Deed; and

That the undersigned 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 set forth herein.

Dated:

11/25/13

By: **BRIAN J. PALMER**

By: **KACIE A. PALMER**

State of:

Oregon

County of:

Klamath

On Nov. 25th 2013, before me, Deborah Torrie, personally appeared **BRIAN J. PALMER, KACIE A. PALMER** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity, and that by ~~his~~ ~~her~~ their signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah Torrie
Notary Public

