



2014-008426

Klamath County, Oregon

08/12/2014 02:41:13 PM

Fee: \$67.00

After Recording Return to

Joseph E. Kellerman
717 Murphy Road
Medford, OR 97504

Send Tax Statements To:

E.E. Wagner and Helga Wagner, Trustees
Wagner Living Trust dated May 7, 2004
623 CR97
Clarkridge, Arkansas 72623

DEED IN LIEU OF FORECLOSURE

Leon J. Sciurba III and Heather Sciurba, as tenants by the entirety, Grantor, hereby conveys to E.E. Wagner and Helga Wagner, Trustees or their successors under the Wagner Living Trust dated May 7, 2004, Grantee, the real property described in Exhibit A attached hereto and incorporated herein by this reference, subject only to those matters appearing on the attached Exhibit A.

This deed is absolute in effect and conveys fee simple title of the premises described on Exhibit A hereto and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, free of all encumbrances, except those matters set forth in Exhibit A hereto.

The consideration for this conveyance is the satisfaction of the obligations contained in that certain promissory note and trust deed pledged as security therefore, which trust deed was recorded on the 15th day of January, 2008 as instrument number 2008-000642 of the official records of Klamath County, Oregon. Said note and trust deed are in default.

Unless there shall be liens upon the real property junior to the trust deed above described, the acceptance by Grantee of this deed effects the satisfaction of said note and trust deed, the beneficial interest of which is held by Grantee described above.

This deed does not effect a merger of the fee ownership and the lien of the trust deed described above. If there shall be liens against said property junior to the lien of the trust deed described above, this deed shall not effect the satisfaction of the promissory notes secured thereby or the trust deed terms nor merger of the fee ownership and the lien of the trust deed described above. Rather, the fee and the lien shall hereafter remain separate and distinct.

By acceptance of this deed, Grantee covenants and agrees that, except for any claims that may arise by virtue of Grantor's breach of any covenant herein, they shall forever forbear taking any action to collect against Grantor on the promissory note given to secure the trust deed

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described above, other than by foreclosure of that 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 Grantor's heirs, assigns, such rights and remedies being hereby waived.

Grantor waives, surrenders, conveys and relinquishes any right of possession, any equity of redemption and any statutory rights of redemption concerning the real property and the trust deed described above, including any right of reinstatement should the trust deed hereafter be foreclosed by advertisement and sale.

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

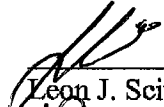
Grantor and each of them, in consideration of Grantee's acceptance of this deed in lieu and other good and valuable consideration hereby jointly and severally release, acquit and discharge Grantee and all other persons, firms, agents of and from any and all actions, causes of action, suits or demands for compensation of any kind or nature, now existing or hereafter occurring, contingent or vested, liquidated or unliquidated. Grantor and each of them further agree to keep and maintain the premises in good condition and state of repair, remove all possessions, and deliver possession of the premises to Grantee in good and clean condition on or before September 20, 2014.

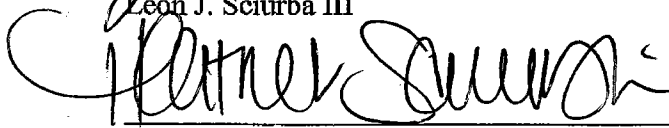
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 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.

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GRANTOR

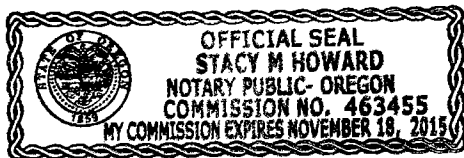


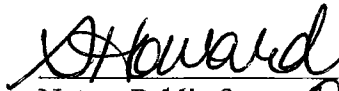
Leon J. Sciurba III


Heather Sciurba

STATE OF: Oregon)
County of: Klamath) ss.

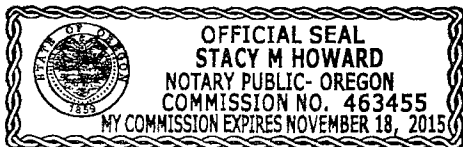
On this 4 day of Aug, 2014, Leon J. Sciurba III personally appeared in the above-named matter and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for: Oregon
My commission expires: 11-18-15

STATE OF: Oregon)
County of: Klamath) ss.

On this 4 day of Aug, 2014, Heather Sciurba personally appeared in the above-named matter and acknowledged the foregoing instrument to be her voluntary act and deed.




Notary Public for: Oregon
My commission expires: 11-18-15

Real property commonly known as 5510 Cottage Avenue, Klamath Falls, Oregon,
and more particularly described as follows:

Tract 62, PLEASANT HOME TRACTS NO. 2, according to the
official plat thereof on file in the office of the County Clerk of Klamath
County, Oregon.

EXHIBIT A
PAGE 1 OF 3

7. Taxes for the fiscal year 2010-2011, delinquent.

Map Tax Lot: 3909-002AD-02500-000

Amount: \$1,659.87, plus interest

Property ID: 514116

Code No: 041

Taxes for the fiscal year 2011-2012, delinquent.

Map Tax Lot: 3909-002AD-02500-000

Amount: \$1,681.23, plus interest

Property ID: 514116

Code No: 041

Taxes for the fiscal year 2012-2013, delinquent.

Map Tax Lot: 3909-002AD-02500-000

Amount: \$1,756.79, plus interest

Property ID: 514116

Code No: 041

Taxes for the fiscal year 2013-2014, delinquent.

Map Tax Lot: 3909-002AD-02500-000

Amount: \$1,850.91, plus interest

Property ID: 514116

Code No: 041

8. Taxes for the fiscal year 2014-2015, a lien not yet due and payable.

9. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Enterprise Irrigation District.

10. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath County Drainage Service District.

11. The premises herein described are within and subject to the statutory powers, including the power of assessment of North Shasta Lighting District.
12. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of South Suburban Sanitary District.
13. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, subject to the terms and provisions thereof, as shown on the recorded plat of Pleasant Home Tracts No. 2. Reference is made to said plat for full particulars.
14. An easement created by instrument, subject to the terms and provisions thereof,
Recorded: December 7, 1945
Volume: 182, page 507, Deed Records of Klamath County, Oregon
In favor of: Charles W. Miller
For: Ditches and pipe lines for irrigation or domestic use for adjacent owners
15. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;
Dated: January 1, 2008
Recorded: January 15, 2008
Volume: 2008-000642, Microfilm Records of Klamath County, Oregon
Amount: \$178,000.00
Grantor: Leon J. Sciurba III and Heather Sciurba, as Tenants by the Entirety
Trustee: AmeriTitle, an Oregon corporation
Beneficiary: E.E. Wagner and Helga Wagner, Trustees or their successors under the Wagner Living Trust, dated May 7, 2004

Although a Deed in Lieu of Foreclosure may be recorded, it will be necessary to record a Deed of Reconveyance in order to remove the Trust Deed from the public records.

16. Information has been provided to the Company which indicates that a deed in lieu of foreclosure may be presented in connection with the contemplated transaction.

If the Company is asked to insure following a deed in lieu of foreclosure, it requires a satisfactory affidavit and estoppel certificate (form available upon request) or satisfactory evidence to similar effect.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.