



RECORDING REQUESTED BY:
Fidelity National Title Company of Oregon

2014-011662
Klamath County, Oregon
11/07/2014 08:54:17 AM
Fee: \$57.00

AFTER RECORDING RETURN TO:
Selene Finance LP

9990 Richmond Avenue #400 S
Houston, TX 77042

SENT TAX STATEMENTS TO:
Selene Finance LP

9990 Richmond Avenue #400 S
Houston, TX 77042

Selene Loan #101600

Escrow No: 20140097743

152786 Long Prairie Drive
La Pine OR 97739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED IN LIEU OF FORECLOSURE
(NON-MERGER)

Grantor: Thomas C Cox and Lisa M Cox, as tenants by the entirety,

Grantor's Address: 152786 Long Prairie Drive, La Pine OR 97739

Grantee: U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee for
SRMOF II 2012-1 Trust,

Grantee's Address: c/o **Selene Finance LP, 9990 Richmond Avenue #400 S, Houston, TX
77042**

Real Property – Address: 152786 Long Prairie Drive, La Pine OR 97739

Lot 6 in Block 1 in OLD HOWARD RANCH ESTATES, TRACT 1048, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon.

WITNESSETH:

WHEREAS, the parties hereto do acknowledge that Grantor, Thomas C Cox and Lisa M Cox, are now in
default under the terms of the note executed April 23, 2008, and further secured by a mortgage or deed of
trust of even date in the original amount of \$592,400.00, recorded April 28, 2008, as Instrument No.
2008-006105, in the official records of the County of Klamath, State of Oregon.

Grantor and Grantee further expressly acknowledge and agree that (1) this Deed is not intended
and shall not operate or cause the cancellation, discharge, extinguishment, or merger of the Note, the
Mortgage or Deed of Trust, or any other document or debt instrument given to secure the Note or any
other obligation due and owing to Grantee, and (2) the delivery and acceptance of this Deed by Grantee
shall not preclude the Grantee from enforcing any of its rights under the Mortgage or any other document
or debt instrument given to secure the Note or any obligation due and owing to the Grantee. Never the
less, Grantee covenants and agrees not to seek deficiency judgments or any other form of personal
liability against the Grantor with respect to the indebtedness

**THIS DEED IS AN ABSOLUTE CONVEYANCE, THE GRANTOR(S) HAVING SOLD THE ABOVE-
DESCRIBED REAL PROPERTY TO THE GRANTEE FOR A FAIR AND ADEQUATE
CONSIDERATION, SUCH CONSIDERATION BEING FULL SATISFACTION OF ALL OBLIGATIONS
SECURED BY THE DEED OF TRUST/MORTGAGE HERETOFORE EXECUTED BY GRANTOR(S).
GRANTOR(S) DECLARE(S) THAT THIS CONVEYANCE IS FREELY AND FAIRLY MADE.**

NOW, THEREFORE, for an in consideration of the above and foregoing, Grantor does hereby
grant, bargain, sell and convey unto Grantee, its successors and assigns forever, in fee simple, the
following described real estate, situated in Klamath County, Oregon and described as follows:

57.00
amt

Lot 6 in Block 1 in OLD HOWARD RANCH ESTATES, TRACT 1048, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances belonging or in anywise appertaining; and all reversions, remainders, rents, issues and profits; and all the estate, right, title, interest, claim, or demand of the Grantor, either in law or equity.

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:

10/17/14

Thomas C. Cox
Thomas C. Cox
Lisa M. Cox
Lisa M. Cox

ACKNOWLEDGMENT:

State of OREGON

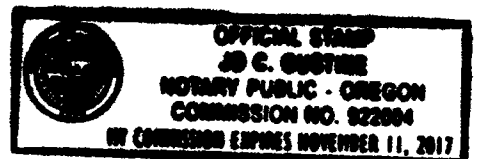
COUNTY of DESCHUTES

This instrument was acknowledged before me on OCTOBER 17, 2014, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared THOMAS C. COX AND LISA M. COX, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public - State of OREGON

My commission expires: 11 NOV. 2017





RECORDING REQUESTED BY:

Fidelity National Title

SELENE LOAN #101600

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 17th day of OCT., 2014, by Thomas C Cox and Lisa M Cox (referred to as "Grantor", whether one or more) state as follows:

That Thomas C Cox and Lisa M Cox, (borrower) did on April 23, 2008, execute and deliver a certain promissory note (the "Note") in the principal sum of \$592,400.00 and secured by a mortgage (the "Mortgage") dated April 23, 2008, and recorded in the Recorder's Office of Klamath County, Oregon, on April 28, 2008 as Instrument No.2008-006105 covering the real estate legally described as follows:

Lot 6 in Block 1 in OLD HOWARD RANCH ESTATES, TRACT 1048, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

That by Thomas C Cox and Lisa M Cox (borrower) has defaulted in the payments due on the Note upon which the principal amount \$592,400.00 is at present due and outstanding and is unable to meet the obligations of the Note and Mortgage.

The Grantor is the identical party who made, executed, and delivered a deed (the "deed") Conveying the Property to U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee for SRMOF II 2012-1 Trust. The Grantor acknowledge, agree, and certify that the Deed was an absolute conveyance of the Grantor's rights, title, and interest in and to the Property, together with all buildings and appurtenances belonging and appertaining, and with release of all dower and homestead rights in and to the Property. The Grantor also convey, transfer, and assign to Grantee their rights of possession, rentals, and equity of redemption in the Property.

The value of the Property is not in excess of the amount of the indebtedness outstanding and this Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any institute foreclosure proceedings if the Grantee desires, but the conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by the Deed shall be and is intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' equity of redemption, and with full release of all Grantor's rights, title and deficiency judgments or any other form of personal liability against the Grantor with respect to the indebtedness. Grantor represents no other.

This affidavit has been made for the protection and benefit of the Grantee in the Deed, its successors and assigns, and all other parties dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executives, administrators, and assigns of the undersigned. Obligations owed on subject Property.

The Grantor will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may be hereafter instituted, to the particular facts set forth above.

10/17/14
Date
10/17/14
Date

Grantor:
Thomas C Cox
Thomas C Cox
Lisa M Cox
Lisa M Cox

ACKNOWLEDGEMENT

State of OREGON
County of DESCHUTES

This instrument was acknowledged before me on OCTOBER 17, 2014, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared THOMAS C. COX AND LISA M. COX, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

SWORN TO AND SUBSCRIBED before me on this OCTOBER 17, 2014 by

JO C. GUSTINE

Witness my hand and official seal hereto affixed the day and year first above written.

Jo C. Gustine
Notary Public - State of OREGON
My commission expires: 11 NOV. 2017

