

2014-011838

Klamath County, Oregon

11/13/2014 09:36:46 AM

Fee: \$57.00

**ESTOPPEL AND SOLVENCY AFFIDAVIT
NON-LIEN/"GAP"/TITLE AFFIDAVIT
AND
NON-FOREIGN AFFIDAVIT**

The undersigned, Charles Randall Gough, surviving joint tenant of Pearl A. Perce, who, being duly sworn according to law, depose(s) and says(s) as follows (as used in this Affidavit, the terms "Affiant" and "Affiants" shall include all parties executing this Affidavit):

1. Affiant is the party who made, executed and delivered that certain Warranty Deed to Federal Home Loan Mortgage Corporation, with an office at 5000 Plano Parkway, Carrollton, Texas 75010, dated the 22 day of July, 2014, conveying the following described real property, located in Klamath County, Oregon

LEGAL DESCRIPTION:

The Following Described Real Property Free Of Liens And Encumbrances, Except As Specifically Set Forth Herein:

Lot 3, Block 7 Of Fairview Addition To The City Of Klamath Falls, According To The Official Plat Thereof On File In The Office Of The County Clerk Of Klamath County, Oregon.

PROPERTY ADDRESS: 1528 Wilford Avenue, Klamath Falls, Oregon 97601

2. The Warranty Deed was an absolute conveyance of the title to the property to the Grantee named in it, in effect as well as in form, and was not intended as a mortgage, trust conveyance or security of any kind, and possession of the premises has been surrendered to the Grantee. The consideration in the Warranty Deed was and is the payment to Affiant of the sum of TEN and 00/100 (\$10.00) DOLLARS and other consideration, receipt of which is acknowledged, and the release from all those debts, obligations, costs and charges previously existing on the said real property, as described in that Mortgage/Deed of Trust/Security Deed executed on June 14, 2006 by Pearl A. Perce (also signed by Charles Randall Gough), as Borrower, to Washington Mutual Bank, FA, as Lender, recorded June 23, 2006 in Document Number M06-12949, Klamath County Clerk's Office, and which Mortgage/Deed of Trust/Security Deed is currently owned and held by the Grantee named in it, and in this instrument, provided that the Grantee shall acquire the fee title to the premises in the same condition as when first conveyed to Affiant, subject only to taxes not yet due or payable for the year 2014 and subsequent years. Accordingly, for this reason and at the request of the Grantee, the Warranty Deed recited that there shall not be a merger of the fee with the lien of the Mortgage. Affiant executed and delivered the Warranty Deed in such form, on the express understanding that upon the recordation of the Warranty Deed by the Grantee and a determination by the Grantee that it has acquired the fee title to the premises in the above-described condition, Affiant will be released from the Mortgage and the debts, obligations, costs and charges secured thereby, as set forth above.

3. The Warranty Deed and conveyance were made by Affiant as a result of a sale by Affiant to the Grantee, and a purchase by the Grantee from Affiant, of the fee title to the said real property and was the free and voluntary act of Affiant; at the time of making the Warranty Deed, Affiant felt and still feels that the purchase price for the property so deeded, to-wit, TEN AND 00/100 (\$10.00) DOLLARS and the cancellation of the unpaid mortgage indebtedness, represented a fair value of the said real property; the Warranty Deed was not given as a preference against any other creditors of Affiant; at the time it was given, there was no other person or persons, firms or corporation, other than the Grantee named in the Warranty Deed, interested, either directly or indirectly, in the said real property; Affiant is solvent and has no other creditors whose rights would be prejudiced by the conveyance; Affiant is not obligated upon any bond or other mortgage by which any lien has been created or exists against the said real property; Affiant, in offering to execute the Warranty Deed to the Grantee and in executing the Warranty Deed, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in the Warranty Deed, or the Agent or attorney or any other representative of the Grantee in the Warranty Deed; and it was the intention of Affiant, as the Grantor in the Warranty Deed, to convey, and by the Warranty Deed Affiant did convey to the Grantee, all Affiant's right, title and interest absolute, in and to the said real property.
4. The Warranty Deed further operates as a complete release of any and all right, title or interest which affiant may have had at any time in and to all escrowed funds and prepaid expenses which are now held or which have ever been held by the Grantee, and/or its predecessors in interest, successors or assigns. Any such sums may be applied towards any deficiency suffered by the Grantee as a consequence of the acceptance of the Warranty Deed.
5. Affiant has been in full, continuous, open, exclusive, peaceable and undisputed possession of said property since the time of vesting of title to said property in Affiant; there are no parties who have any interest or right to claim an interest in said property; and there are no facts known to Affiant which could give rise to a claim being adversely asserted to any of said property, except: NONE.
6. No person(s) or entity, other than Affiant, is in possession of said property or claims the right to possession thereof; and there are no tenancies, leases or other occupancies that affect said property, except: NONE.
7. There are no disputes concerning the location of the boundary lines of said property; and there are no unrecorded easements or claims of easements affecting said property.
8. (Applicable only if completed) No improvements, other than those shown on that certain survey, prepared by _____ N/A _____, bearing Job No. _____ and dated _____, have been constructed on said property since the aforesaid date of said survey; and no improvements to land adjoining said property have been constructed since the aforesaid date of said survey that would encroach on said property.
9. There are no violations of any covenants, conditions, restrictions, building codes, zoning ordinances or other governmental regulations that affect or encumber said property.
10. Other than as shown in Item 1, Affiant has entered into no agreement, contract or commitment for the sale, lease, mortgage, option or creation of any other encumbrance on said property, except: NONE.
11. There are no taxes, liens, assessments (pending or certified) or unpaid or unsatisfied mortgages, claims or liens or other matters, due or about to become due, which have attached or could attach to said property, except: NONE.
12. There are no security agreements, financing statements, title-retention contracts or personal property leases, which have attached or could attach to said property, except: NONE.

13. There are no actions or proceedings now pending in any State or Federal Court to which Affiant is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency; nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon said property.
14. There have been no improvements, repairs, additions or alterations performed upon said property within the past 90 days immediately preceding the date of this Affidavit; Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the referenced time period; there are no parties who have any claim or right to a lien for labor, services or material in connection with any improvements, repairs, additions or alterations on said property; and there are no unpaid bills for labor, services or materials in connection with any improvements, repairs, additions or alterations on said property.
15. Affiant is of legal age, under no legal disabilities and has never been known by any name other than that shown above.
16. If title to said property is held by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under applicable laws; the contemplated sale or mortgage of said property by said entity is pursuant to proper authority; the officer, partner or trustee executing and delivering the documents for the contemplated sale or mortgage has full power and authority to do so and there are no contrary powers or restrictions that appear in any corporate, partnership or trust document; and the corporation, partnership or trust has been in full force and effect during the period of ownership of said property.
17. If title to said property is held by husband and wife, Affiants state that they were married to each other at a time preceding their acquisition of said property and that they have remained so married, continuously and without interruption, from the time of their marriage until the date of this Affidavit.
18. There are no matters pending against Affiant that could give rise to a lien that would attach to said property between June 26, 2014 and the recording of the document(s) creating the interest to be insured, as set forth below; and subsequent to the aforesaid date, Affiant has not and hereby agrees and represents that Affiant will not execute any instruments or do any act whatsoever that could affect the title to said property, including, but not limited to, the conveying or mortgaging of said property or any interest therein or causing any liens to be recorded against said property or Affiant. Affiant agrees that should a cloud on title arise prior to the acquisition of the interest described in Paragraph 1 of this Affidavit, then Affiant will, at Affiant's expense, immediately remove such cloud on title and indemnify and/or hold harmless the parties named herein below for any damages arising therefrom.
19. Section 1445 of the Internal Revenue Code provides that a Transferee (Buyer) of a U.S. real property interest must withhold tax if the Transferor (Seller) is a foreign person. To inform the Transferee (Buyer) that withholding of tax is not required upon my/our disposition of a U. S. real property interest, I/we hereby certify the following:
- a. I/We am/are not (a) nonresident alien(s) for purposes of U.S. income taxation.
- b. My/Our U.S. Taxpayer Identification Number(s) [(Social Security Number(s))] is/are:
- SS# _____ as to Charles Randall Gough
SS# _____, is to
- Affiant further states that Affiant has never been assigned nor used any Social Security Number, other than as set forth herein.
- c. My/Our home address is: 1812 Riverside Drive, Klamath Falls, OR 97601.

12. That I (we) am (are) not rendered insolvent by such conveyance.

13. The consideration to be paid for said conveyance is the sum of One Hundred Forty Thousand Two Hundred Sixty One and 17/100 (\$140,261.17) Dollars plus the accrued interest by releasing the undersigned from certain obligations pursuant to the terms of a certain Promissory Note dated June 14, 2006 in the principal sum of \$165,550.00, and by taking the Premises subject to all existing liens, charges and encumbrances against said Premises.

14. The reason for such conveyance is that, in my (our) opinion, is that the encumbrances on said Premises, inclusive of the mortgage now held by Federal Home Loan Mortgage Corporation in the original principal amount of \$165,550.00 plus accrued interest, late charges, legal fees, appraisal fees, and accrued taxes are equal to or in excess of the resale value of the property.

15. That the conveyance by me (us) to Federal Home Loan Mortgage Corporation is not given as a preference against any other creditors but is an absolute conveyance and not as collateral security.

16. That there is no agreement, either written or oral, wherein it may be understood or agreed that said Premises are to be within any specified time or on or before any specified date, or at any time re-conveyed by Federal Home Loan Mortgage Corporation to me (us).

17. That there is nothing unconscionable in this transaction.

18. That I (we) have not been known by any other name with in the last ten (10) years.

19. That there have been no repairs, alterations, or improvements to the Premises which have not been completed more than four (eight) months prior to the date hereof; nor have any obligations been incurred which have become or will become liens on the Premises herein. That there are no outstanding claims for mechanic's liens or materialmen's liens against said property.

This affidavit is made to induce Federal Home Loan Mortgage Corporation to accept a deed to said Premises and to induce a title insurance company to issue a policy of insurance, knowing that they will rely upon the truth of the foregoing statements.

Dated: July 22, 2014

Charles Randall Gough
Charles Randall Gough

Sworn to before me this

22 day of July 2014.
Amber D. Mc Dougle
Notary Public

