



2014-011968

Klamath County, Oregon

11/17/2014 11:42:14 AM

Fee: \$57.00

Recording requested by:
Quality Loan Service Corp. of Washington
411 Ivy Street
San Diego, CA 92101

When recorded mail recordings and tax statements to:
Federal National Mortgage Association
14221 Dallas Parkway, Suite 1000
Dallas, TX 75254

TS No.: OR-13-602382-DIL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No.: 130238806

Property ID No.: 892280

Map Tax Lot No.: 3909-011DC-1200-000

**"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
Representation as to its effect upon title"**

WARRANTY DEED IN LIEU OF FORECLOSURE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THANE A. CLELAND, A MARRIED PERSON** ("Grantor(s)")

HEREBY CONVEY(S) AND WARRANT(S) TO: **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, and to its successors and assigns, ("Grantee") the following described real property in the County of **KLAMATH** State of **OREGON** described as:

**LOT 4 OF TRACT 1454- VILLA PLACE, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON**

Property is purported to be: **5221 VILLA DRIVE, 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 **THANE A. CLELAND, A MARRIED PERSON**, as Trustor(s), **FIRST AMERICAN TITLE INSURANCE COMPANY**, as Trustee and **BANK OF AMERICA, N.A.**, the Beneficiary; which was recorded on **5/20/2010**, as Volume No. **2010-006149**, in the Official 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.

AMERITITLE, has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

5700

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:

10/29/14

By: THANE A. CLELAND

Thane A. Cleland

State of:

Oregon

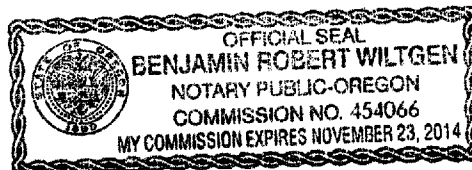
County of:

Clatsop

On 10-29-14, before me, Ben Wilgen, personally appeared **THANE A. CLELAND** 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.

Notary Public



**EXHIBIT A
ESTOPPEL AFFIDAVIT**

State of: **OREGON**

County of: **KLAMATH**

THANE A. CLELAND declares the following:

THANE A CLELAND is the same party that executed and delivered the certain Warranty Deed to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, on the same date as this document, which conveyed the interest in real property commonly known as: **5221 VILLA DRIVE, KLAMATH FALLS, OR 97603** and described as follows:

**LOT 4 OF TRACT 1454- VILLA PLACE, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH 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 **THANE A. CLELAND, A MARRIED PERSON**, as Trustor(s), **FIRST AMERICAN TITLE INSURANCE COMPANY**, as Trustee and **BANK OF AMERICA, N.A.**, the Beneficiary; which was recorded on **5/20/2010**, as Volume No. **2010-006149**, in the Official 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, **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, 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: 10/29/14

Thane A. Cleland
By: **THANE A. CLELAND**

State of: Oregon

County of: Clackamas

On 10-29-14, before me, Ben Wiltgen, personally appeared **THANE A. CLELAND** 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.

Ben Wiltgen
Notary Public

