



2014-012331  
Klamath County, Oregon  
11/26/2014 09:37:45 AM  
Fee: \$82.00

RECORDING REQUESTED BY:  
Fidelity National Title Company of Oregon

AFTER RECORDING RETURN TO:  
Select Portfolio Servicing  
3815 SW Temple  
Salt Lake City, Utah, 84115

Send Tax Statements to:

Select Portfolio Servicing  
3815 SW Temple  
Salt Lake City, Utah, 84115

Select Portfolio Loan #0014299754

Escrow No: 20140097739

6950 MICHAEL ROAD  
LA PINE, OR 97739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED IN LIEU OF FORECLOSURE**  
(NON-MERGER)

Grantor: Jeff Drenth and Tobie L. Drenth, as tenants by the entirety.

Grantor's Address: 4030 Boonefield St Winnemucca, NV 89445

Grantee: U.S. Bank, national association, as successor trustee to Bank of America, N.A., as successor to LaSalle Bank, N.A., as trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, mortgage loan asset-backed certificates, series 2007-FF2,

Grantee's Address: c/o Select Portfolio Servicing, 3815 SW Temple, Salt Lake City, Utah, 84115

Real Property – Address: 6950 MICHAEL RD , LA PINE, OR 97739

Real Property – Legal Description: Lot 8, Block 5, TRACT NO. 1001, SECOND ADDITION TO ANTELOPE MEADOWS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

WITNESSETH:

WHEREAS, the parties hereto do acknowledge that Grantor, Jeff Drenth and Tobie L. Drenth, are now in default under the terms of the note executed December 12, 2006, and further secured by a mortgage or deed of trust of even date in the original amount of \$178,200.00, recorded December 26, 2006, as Volume No. M06-025282 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:

8800  
ANT

Lot 8, Block 5, TRACT NO. 1001, SECOND ADDITION TO ANTELOPE MEADOWS, according to the official plat thereof on file in the office of the 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: 8/19/2014

Jeff Drenth

Tobie L. Drenth

ACKNOWLEDGMENT:

State of \_\_\_\_\_

COUNTY of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared \_\_\_\_\_

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 \_\_\_\_\_

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT  
ATTACHED

## ACKNOWLEDGMENT

State of California  
County of Tuolumne )

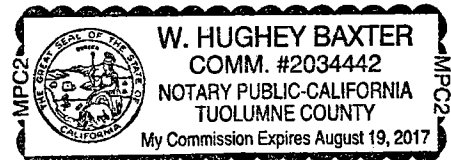
On August 19, 2014 before me, W. Hughey Baxter, Notary Public  
(insert name and title of the officer)

personally appeared \*\*\*\*Tobie L. Drenth\*\*\*\*,  
who proved to me on the basis of satisfactory evidence to be the person(s) 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(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



State of Nevada

County of Humboldt } ss.This instrument was acknowledged before me on this  
the 21<sup>st</sup> day of August, 2014, by(1) Jeff Drenth

Name of Signer

(2) and N/A

Name of Signer

Linda A. Lindeman

Signature of Notary Public

**OPTIONAL**

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Deed in Lieu of Foreclosure

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None**RIGHT THUMBPRINT  
OF SIGNER #1**

Top of thumb here

**RIGHT THUMBPRINT  
OF SIGNER #2**

Top of thumb here

RECORDING REQUESTED BY:

Fidelity National Title Company of Oregon

SELECT Portfolio

LOAN #0014299754

## ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 19<sup>th</sup> day of August, 2014 Jeff Drenth and Tobie L. Drenth, as tenants by the entirety, (referred to as "Grantor", whether one or more) state as follows:

That Jeff Drenth and Tobie L. Drenth, (borrower) did on 12/12/2006, execute and deliver a certain promissory note (the "Note") in the principal sum of \$178,200.00 and secured by a mortgage (the "Mortgage") dated 12/12/2006, and recorded in the Recorder's Office of Klamath County, Oregon, on 12/26/2006, Volume No.: M06-025282 covering the real estate legally described as follows:

Lot 8, Block 5, TRACT NO. 1001, SECOND ADDITION TO ANTELOPE MEADOWS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

That Jeff Drenth and Tobie L. Drenth, (borrower) has defaulted in the payments due on the Note upon which the principal amount \$178,200.00.00 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, national association, as successor trustee to Bank of America, N.A., as successor to LaSalle Bank, N.A., as trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, mortgage loan asset-backed certificates, series 2007-FF2. 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.

Grantor:

8/21/2014

Date

8/19/2014

Date

Jeff Drenth

Tobie L. Drenth

**ACKNOWLEDGEMENT** - ATTACHED

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

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

Notary Public - State of \_\_\_\_\_

## ACKNOWLEDGMENT

State of California  
County of Tuolumne )

On August 19, 2014 before me, W. Hughey Baxter, Notary Public  
(insert name and title of the officer)

personally appeared \*\*\*\*Tobie L. Drenth\*\*\*\*  
who proved to me on the basis of satisfactory evidence to be the person(s) 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(ies), and that by ~~his/her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

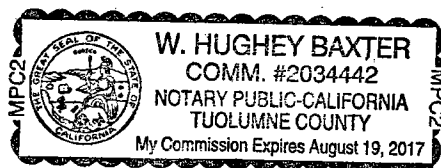
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



My commission expires: 8-19-2017



**NEVADA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** N.R.S. 240.166

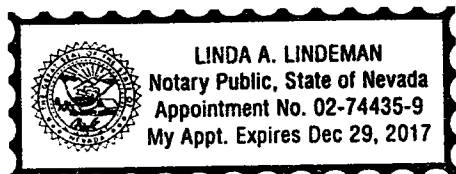
State of Nevada

County of Humboldt } ss.

This instrument was acknowledged before me on this  
the 21<sup>st</sup> day of August, 2014, by  
Day Month Year

(1) Jeff Drenth  
Name of Signer

(2) and N/A  
Name of Signer



Linda A. Lindeman  
Signature of Notary Public

**OPTIONAL**

*Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Estoppel Affidavit

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here