



2014-012348

Klamath County, Oregon

11/26/2014 12:37:15 PM

Fee: \$67.00

After recording return to:
Michael A. Claxton
Attorney at Law
PO Box 1549
Longview, WA 98632

Mail Tax Statements to:
Wasser & Winters Company
c/o Jess Winters
PO Box 396
Longview, WA 98632

WARRANTY DEED
(Deed in Lieu)

GRANTORS, E. GARY WEATHERS and ROBIN L. WEATHERS, convey and specially warrant to WASSER & WINTERS COMPANY, a Washington corporation, GRANTEE, the following described real property free of encumbrances created or suffered by the Grantors except as specifically set forth herein:

THE SOUTH HALF OF THE NORTHEAST ONE QUARTER AND THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER, SECTION 4, TOWNSHIP 38 SOUTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION WITHIN CLOVER CREEK ROAD.

Tax Parcel No.: 3805-00000 00300-000

This property is free of liens and encumbrances, EXCEPT: subject to easements, conditions, reservations, covenants, agreements, restrictions, rights of way and declarations of record, if any.

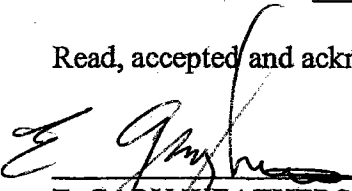
The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Trust Deed dated August 22, 2011, recorded on August 26, 2011, under File No. 2011-009773, records of Klamath County with the fee title herein conveyed to take place, and it is the intention of the parties that the property above-described shall remain subject to the lien of said Trust Deed, which lien shall remain a first lien upon the property.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

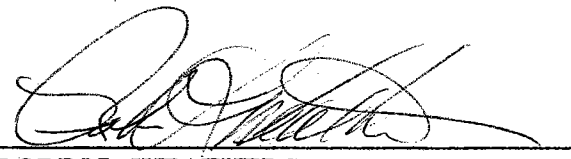
The true consideration for this conveyance is \$0.00 and a covenant not to sue to enforce the Promissory Note dated August 22, 2011.

DATED this 4 day of NOVEMBER 2014.

Read, accepted and acknowledged.


E. GARY WEATHERS

Dated: NOV 4, 2014


ROBIN L. WEATHERS

Dated: NOVEMBER 3, 2014

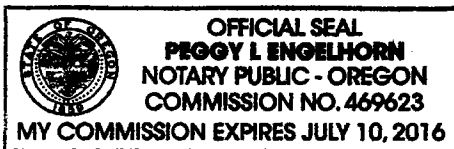
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STATE OF OREGON)

County of Jackson) ss.

On this day personally appeared before me E. GARY WEATHERS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of NOVEMBER, 2014.



Signature [Signature]

Printed Name PEGGY L. ENGELHORN

Notary Public for the state of Oregon

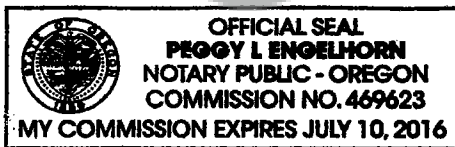
My Appointment Expires 07-10-2016

STATE OF OREGON)

County of Jackson) ss.

On this day personally appeared before me ROBIN L. WEATHERS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of November, 2014.



Signature [Signature]

Printed Name PEGGY L. ENGELHORN

Notary Public for the state of Oregon

My Appointment Expires 07-10-2016

After recording return to:
Michael A. Claxton
Attorney at Law
PO Box 1549
Longview, WA 98632

ESTOPPEL AFFIDAVIT

E. GARY WEATHERS and ROBIN L. WEATHERS (the "Affiants") being first duly sworn, depose and state:

That the Affiants are the individuals who made, executed and delivered that certain Warranty Deed (Deed in Lieu) to WASSER & WINTERS COMPANY, a Washington corporation, conveying the following property ("Property") in Klamath County, Oregon:

THE SOUTH HALF OF THE NORTHEAST ONE QUARTER AND THE
SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER,
SECTION 4, TOWNSHIP 38 SOUTH, RANGE 5 EAST OF THE
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION WITHIN CLOVER CREEK
ROAD.

Tax Parcel No.: 3805-00000 00300-000

That the aforesaid Warranty Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee named therein, and was not and is now not intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the Affiants as Grantors of the Warranty Deed to convey, and by the Warranty Deed the Affiants did convey, to the Grantee therein all right, title and interest absolutely in and to the Property; and that possession of the Property has been surrendered to the Grantee;

That in the execution and delivery of the Warranty Deed, Affiants as Grantors were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

That the Warranty Deed shall not cause a merger of the Affiants' interest under the Warranty Deed with the Beneficiary's interest under the Trust Deed encumbering the Property and granted by Affiants herein, to Ticor Title as Trustee, and to Wasser & Winters Company, as Beneficiary, dated August 22, 2011, and recorded on August 26, 2011, under File No. 2011-009773, in the Official Records of Klamath County, State of Oregon (the "Trust Deed"). The interest transferred by the Warranty Deed is intended to be a separate interest from the beneficial interest or lender's interest under the Trust Deed.

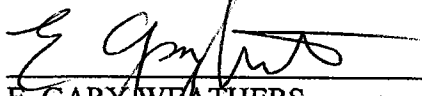
That since the time of Affiants' purchase of the Property, to the best of the Affiants' knowledge and belief, there have been no liens, encumbrances, easements or other claims made against the Property, except for the Trust Deed with Wasser & Winters Company as Beneficiary and the Deed Declaration recorded on or about September 11, 2012, under Klamath County Recording Number 2012-010058. That to the best of Affiants' knowledge and belief, no pollution, substances or petroleum products have been deposited in or on the Property from the time Affiants purchased the Property to the present time.

The Warranty Deed was not, and is not given as a preference against any other creditors of the Affiants herein; there is no other person or persons, firms or corporations, other than the Affiants therein named interested, either directly or indirectly, in said Property; that Grantors are solvent and have no other creditors whose rights would be prejudiced by such conveyance and that Grantors are not obligated upon any bond or other trust deed whereby any lien has been created or exists against the Property described in said Warranty Deed.

Consideration for the Warranty Deed is payment to Affiants of the sum of \$0.00 by Grantee, and a covenant not to sue to enforce the promissory note dated August 22, 2011, in the amount of \$39,600 or to foreclose the Trust Deed encumbering the Property; that at the time of making the Warranty Deed, Affiants believed and now believe that this consideration represents the fair value of the Property so deeded.

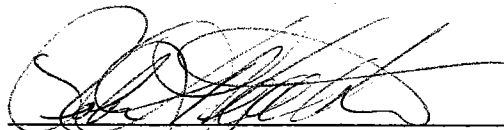
This affidavit is made for the protection and benefit of the Grantee of said Warranty Deed and Ticor Title, which is about to insure the title to the Property in reliance thereon, and any other title company that may hereafter insure the title to the Property; that Affiants will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Read, accepted and acknowledged.



E. GARY WEATHERS

Dated: Nov 4, 2014



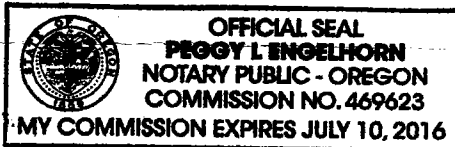
ROBIN L. WEATHERS

Dated: November 3, 2014

STATE OF OREGON)
) ss.
County of Jackson

On this day personally appeared before me E. GARY WEATHERS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of NOVEMBER 2014.

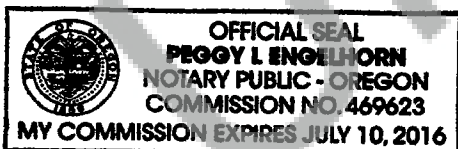


Signature [Signature]
Printed Name P. L. ENGELHORN
Notary Public for the state of Oregon
My Appointment Expires 07-10-2016

STATE OF OREGON)
) ss.
County of Jackson

On this day personally appeared before me ROBIN L. WEATHERS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of November 2014.



Signature [Signature]
Printed Name P. L. ENGELHORN
Notary Public for the state of Oregon
My Appointment Expires 07-10-2016