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Recording Requested By:
Nationstar Mortgage, LLC
350 Highland Dr., Lewisville, TX 75067

2014-012818
Klamath County, Oregon
12/11/2014 03:09:40 PM
Fee: \$57.00

And When Recorded Mail To:

Professional Escrow Service LLC
2208 NW Market St. Ste 400
Seattle, WA 98107

DIL No.: 6000.905
Loan No.: 0599501152

ESTOPPEL AFFIDAVIT

John Schlesinger, a single man being first duly sworn, disposes and says: That he is the identical party who made, executed and delivered that certain Warranty Deed to Nationstar Mortgage, LLC dated 9/25/2013 conveying the following described property to wit:

Lots 9 and 10 of Block 27, SECOND 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.,

Parcel ID: R214379

That the aforementioned Deed was an absolute conveyance of the title to said land to the Grantees named therein. In effect as well as in form, and was not and is not intended as a Deed of Trust, Mortgage, Contract of security of any kind, an that possession of said land has been surrendered to the said Grantee.

That this consideration in the aforesaid Deed was and is payment to us of the sum of ONE DOLLAR by the Grantees named therein receipt of which is hereby acknowledged, together with full cancellation of all debts, obligation, costs and charges, heretofore existing under and by virtue of the terms of that certain Note secured by the undersigned Deed of Trust heretofore existing on the property herein and hereinbefore described.

That said Note and Deed of Trust were executed by John Schlesinger, as Grantor, to Regional Trustee Services Corp., as Trustee, for the benefit and security of Mortgage Electronic Registration Systems, Inc. solely as nominee for GN Mortgage, LLC, as Beneficiary, recorded on January 26, 2005 as Volume M05, page 05785, of official records of Klamath County, Oregon.

The beneficial interest under said Deed of Trust has been assigned to Nationstar Mortgage, LLC.

We have defaulted under the terms of said Note and Deed of Trust. All notice provisions have been complied with and all grace periods have either expired or have been waived by us and the Lender has declared the Note and all indebtedness under the Note and Deed of Trust due and payable according to the terms thereof and the laws of the State of Oregon.

That in offering to execute the aforesaid Warranty Deed to the Grantee therein, and in executing the same, we were not acting under any misapprehension as to the effects thereof, nor under duress, undue influence or misrepresentation by the Grantees or the agent or attorney of the Grantees in said Deed. That the aforesaid Deed was made as a result of our request that the Grantees accept such Deed and was our free and voluntary act. Also by executing said Warranty Deed to Grantee's herein, we agree to vacate said premises within ten (10) days of the undersigned date.

That at the time of making said Warranty Deed we felt, and still feels, that the Note and Deed of Trust above mentioned represented a fair value of the property so deeded.

6000.905, 0599501152

F.
57.00

That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as preference against any other of our creditors.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto.

B. The Deed of Trust executed by John Schlesinger, Trustors, to Regional Trustee Services Corp., as Trustee, Mortgage Electronic Registration Systems, Inc. solely as nominee for GN Mortgage, LLC, as Beneficiary, dated January 19, 2005 and recorded January 26, 2005 at Volume M05 at Page Number 05785 of official records, Klamath County, Oregon, IS NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until reconveyed by written instrument (the "Reconveyance") executed by Trustee, or its successors and assigns, and recorded with the Register of Deeds of Klamath County, Oregon, which Reconveyance may be made in the exercise of Grantee's sole discretion.

C. There shall not in any event be a merger of any of Grantee's lien with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the liens and title shall be, and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interests of Grantee in the Property under the liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the lien and any and all rights of Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the lien or any other remedies are expressly preserved hereby and for purposes of any applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Grantee's lien is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of Grantee's lien to any other liens or encumbrances whatsoever.

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That at the time it was given there were no other persons, firms or corporations other than the Grantees therein named interested either directly or indirectly in said land and personal property, and that we are not obligated upon any bond or other Mortgage or Deed of Trust or Contract where any lien has been created or exists against the premises described in said Deed.

That it is my intention as Grantor to convey, and by said Warranty Deed did convey to the Grantees therein, all our right, title and interest absolutely in and to the land in said Deed. This Affidavit was made for the protection and benefit of the aforesaid Grantees in said Deed, their successors and assigns, and all other parties hereinafter dealing with or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

DATED: 9/25/2013

Signature of Affiant(s)/Grantor(s)

John Schlesinger
John Schlesinger

State of OREGON)
County of CLATSOP)

On 25 day of Sept., 2013, before me, JERRY J. PEACORE, a Notary Public, personally appeared John Schlesinger, a single man who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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 OREGON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Jerry J. Peacore

(Seal)

