

2015-000775

Klamath County, Oregon

01/28/2015 10:05:18 AM

Fee: \$62.00

After Recording Return to:  
Eric S. Postma  
Bittner & Hahs, P.C.  
4949 SW Meadows Road, Suite 260  
Lake Oswego, OR 97035

Until a change is requested, all tax  
statements shall be sent to the  
following name and address:  
Clark Cameron, Claims Manager  
23901 Calabasas Rd, Suite 1085  
Calabasas, CA 91302

The true and actual consideration  
paid for this transaction is: Other  
value is the whole consideration

**DEED IN LIEU OF FORECLOSURE  
(NONMERGER)**

DATE:

*JANUARY 2015*  
6 day of ~~December~~, 2014

GRANTOR:

John E. Johnson

GRANTEE:

American Safety Casualty Insurance Company  
23901 Calabasas Rd., Suite 1085, Calabasas, CA 91302

PROPERTY:

Legal description attached as Exhibit A

PRIOR RECORDED  
DOCUMENT:

Deed of Trust recorded on 07/22/2008, as document number  
2008-010433, Records of Klamath County, Oregon ("Trust  
Deed")

Tax Account # (map and tax lot #): R-3909-015BC-01400-000

Grantor hereby conveys to Grantee the Property. Grantor is the owner of the Property free and clear of all encumbrances except for the Trust Deed, and except for the Notice of Claim of Lien in favor of the Klamath Irrigation District recorded on May 13, 2013 as Document Number 2013-005205. *and any Rent Property Taxes.*

Grantor executed and delivered to Grantee a Line of Credit Trust Deed with an open principal amount to secure a performance bond. Judgment allowing foreclosure of that trust deed and a money award was entered by the Klamath County Circuit Court on February 17, 2014 in case number 1303863CV. By an order of the United States Bankruptcy Court for the District of Oregon, in case number 14-60969-tmr7, the court granted Grantee relief from the automatic stay against the debtors John E. Johnson and Deborah A. Johnson to allow foreclosure to proceed. Accordingly, Grantee is entitled to foreclose on the Property. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this "Deed") and waiver of the right to collect against Grantor, Grantee may retain all payments previously made by Grantor, if any, with no duty to account therefor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the Property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Trust Deed.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest, or lien on the Property.

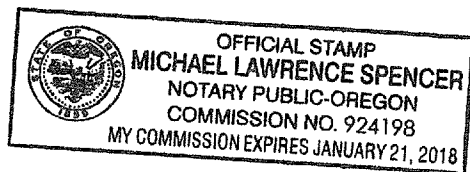
Grantor has read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor is Grantor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

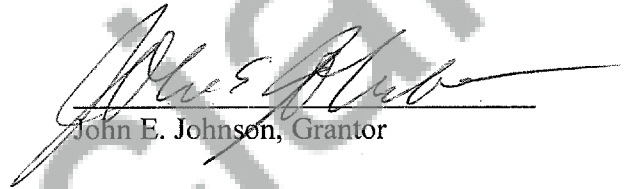
Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the property.

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. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: 6 day of <sup>January 2015</sup> ~~December, 2014~~.



  
John E. Johnson, Grantor

SUBSCRIBED AND SWORN TO BEFORE ME this 6<sup>th</sup> day of January, 2015 by John E. Johnson.

  
Notary Public for Oregon

## EXHIBIT A

The real property described as follows:

Lot 4, Altamont Small Farms, in the County of Klamath, State of Oregon. Saving and Excepting therefrom the Westerly 10 feet thereof conveyed to Klamath County by Deed recorded September 17, 1987 in book M-87 at Page 16949, less and except that portion of the above described property deeded to Klamath County by Deed recorded September 4, 1991 in Book M-91 at Page 17665 and by Deed recorded July 8, 1996 in Book M-96 at Page 20145, Microfilm Records of Klamath County, Oregon.

APN/Parcel # R578761