

2015-001948

Klamath County, Oregon

03/05/2015 10:16:53 AM

Fee: \$157.00

After Recording Mail/Return To:  
ServiceLink, A Black Knight Financial Services Company  
500 Eldorado Blvd Suite 2300 Broomfield, CO 80021 Attention: Denver DIL Title

Parcel Number: **3711-022A0-01500-000**

Mail Tax Statements To: **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1**

500 Delaware Avenue 11th Floor, Wilmington, DE 19801

Consideration Amount: **\$1.00**

Grantor: **DARLENE A. BRANDT** and **MARK S. BRANDT**,

Grantee: **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1**

Commitment Number: 3308783

**DEED IN LIEU OF FORECLOSURE**

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

KNOWN ALL MEN BY THESE PRESENTS, that **DARLENE A. BRANDT** and **MARK S. BRANDT**, a married couple, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPLI**, whose tax mailing address is **500 Delaware Avenue 11th Floor, Wilmington, DE 19801**, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Klamath County, Oregon**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in \_\_\_\_\_

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

Grantor represents, warrants, covenants, and agrees as follows:

(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

- (a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1 without offset, defense, or counterclaim;
- (b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;
- (c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

## **RIGHT TO FORECLOSE**

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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.

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

WITNESS the hand of said Grantor this 13th day of January, <sup>2015 DAB</sup>~~2014~~.

*Darlene A Brandt*  
DARLENE A. BRANDT

\_\_\_\_\_  
MARK S. BRANDT

STATE OF CA  
COUNTY OF Alameda

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014 by **DARLENE A. BRANDT** and **MARK S. BRANDT** who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

*See Attached*  
Notary Public

This instrument prepared by:  
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550,  
Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Vic J. Devlaeminck Esq.,  
Attorney At Law, Oregon State Bar Number: 861803.

ACKNOWLEDGMENT

Doc. Deed in Lieu of Foreclosure  
DT: 01-13-2015  
PG: 13

State of California  
County of Alameda

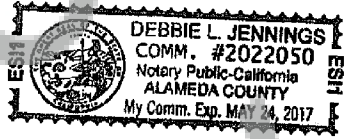
On January 13, 2015 before me, Debbie L Jennings, Notary Public  
(insert name and title of the officer)

personally appeared Carlene A. Brandt  
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 [Handwritten Signature] (Seal)



UNOFFICIAL COPY

WITNESS the hand of said Grantor this 13 day of January, <sup>2015</sup>~~2014~~.

\_\_\_\_\_  
DARLENE A. BRANDT

Mark S Brandt  
MARK S. BRANDT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014 by **DARLENE A. BRANDT** and **MARK S. BRANDT** who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

\_\_\_\_\_  
Notary Public

This instrument prepared by:  
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550,  
Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Vic J. Devlaeminck Esq.,  
Attorney At Law, Oregon State Bar Number: 861803.

see A-111  
ACL

UNOFFICIAL COPY

\*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SACRAMENTO )

On JAN 13, 2015 before me, T. Taylor Notary Public, personally appeared  
MARC S BRANDT

---

\_\_\_\_\_ 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]  
 NOTARY PUBLIC SIGNATURE

A rectangular notary seal stamp for T. Taylor, Notary Public in California, Sacramento County. The seal includes the text: "T. TAYLOR", "Commission # 1522463", "Notary Public - California", "Sacramento County", and "My Comm. Expires Jan 21, 2015". There is a circular emblem on the left side of the seal.

NOTARY PUBLIC SEAL

**EXHIBIT A (LEGAL DESCRIPTION)**

**Lots 7, 8, 9 and 10 in Block 91 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 4, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

COMMONLY known as: **13728 HUMMINGBIRD DR., BONANZA, OR 97623**  
Assessor's Parcel Number: **3711-022A0-01500-000**

Unofficial  
Copy

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF CA  
COUNTY OF Alameda

**DARLENE A. BRANDT and MARK S. BRANDT**, being first duly sworn, depose and say:  
That he/she/they are the identical party or parties who made, executed, and delivered that certain  
Deed in Lieu of Foreclosure to **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING  
BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT  
SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-  
NPLI**, conveying the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said  
premises to **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS  
CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS**

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

Page 7 of 13

LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

This affidavit is made for the protection and benefit of **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BRONZE CREEK TITLE TRUST 2014-NPL1**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them 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 hereinabove set forth.

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 01-13-15

Darlene A Brandt

**DARLENE A. BRANDT**

MARK S. BRANDT  
**MARK S. BRANDT**

STATE OF California  
COUNTY OF Alameda

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014 by **DARLENE A. BRANDT** and **MARK S. BRANDT** who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

See Attached  
Notary Public

ACKNOWLEDGMENT

Exhibit B  
Doc Estoppel Acknowled  
DT. 01-13-2015  
PG: 13

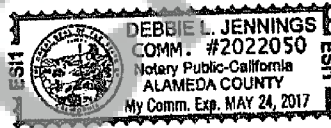
State of California  
County of Alameda

On January 13, 2015 before me, Debbie L Jennings, Notary Public  
(insert name and title of the officer)

personally appeared Carlene A. Brandt  
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 [Handwritten Signature] (Seal)

Unofficial Copy

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: JANUARY 13, 2015

\_\_\_\_\_  
DARLENE A. BRANDT

Mark S. Brandt  
MARK S. BRANDT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014 by DARLENE A. BRANDT and MARK S. BRANDT who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

*See Atch. Acc*

\_\_\_\_\_  
Notary Public

\*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SACRAMENTO )

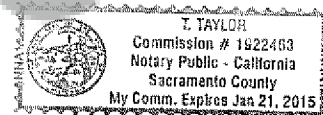
On Jan. 13, 2015 before me, T. Taylor Notary Public, personally appeared  
MARK S BRANDT

\_\_\_\_\_ 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

  
\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

**EXHIBIT A (LEGAL DESCRIPTION)**

**Lots 7, 8, 9 and 10 in Block 91 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 4, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

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Assessor's Parcel Number: **3711-022A0-01500-000**

Unofficial  
Copy

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

GRANTOR(S) AFFIDAVIT

State of California }  
County of Alameda }

**DARLENE A. BRANDT and MARK S. BRANDT**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

Darlene A Brandt  
**DARLENE A. BRANDT**

MARK S. BRANDT  
**MARK S. BRANDT**

STATE OF CA  
COUNTY OF Alameda

The foregoing instrument was acknowledged before me on January 13, 2014 by **DARLENE A. BRANDT** and **MARK S. BRANDT** who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument

See attached  
Notary Public

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

ACKNOWLEDGMENT

State of California

County of Alameda

Doc. Grantor(s) Affidavit  
DT: 01.13.2015  
PG: 13

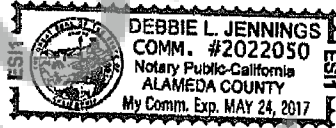
On January 13, 2015 before me, Debbie L. Jennings, Notary Public  
(insert name and title of the officer)

personally appeared Darlene A. Brandt  
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 [Handwritten Signature] (Seal)



Unofficial Copy

GRANTOR(S) AFFIDAVIT

State of CALIFORNIA }  
County of SACRAMENTO }

**DARLENE A. BRANDT and MARK S. BRANDT**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

\_\_\_\_\_  
**DARLENE A. BRANDT**

Mark S. Brandt  
**MARK S. BRANDT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014 by **DARLENE A. BRANDT** and **MARK S. BRANDT** who are personally known to me or have produced \_\_\_\_\_ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

*see atch  
ack*

\_\_\_\_\_  
Notary Public

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623

\*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SACRAMENTO )

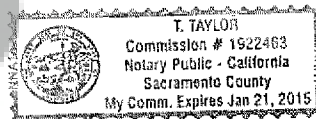
On Jan 13, 2015 before me, T. Taylor Notary Public, personally appeared  
MARK S BRANDT

\_\_\_\_\_ 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

  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

EXHIBIT C  
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

**Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;**

**Dated: April 21, 2009**

**Recorded: April 30, 2009**

**Volume: 2009-006001, Microfilm Records of Klamath County, Oregon**

**Amount: \$173,992.00**

**Grantor: Darlene A. Brandt Trustee: AmeriTitle**

**Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) is a separate corporation that is acting solely as a nominee for Taylor, Bean & Whitaker Mortgage Corp.**

**The beneficial interest under said Trust Deed was assigned by instrument;**

**Dated: July 27, 2010**

**Recorded: July 29, 2010**

**Volume: 2010-009011, Microfilm Records of Klamath County, Oregon**

**From: Mortgage Electronic Registration Systems, Inc. (MERS) is a separate corporation that is acting solely as a nominee for Taylor, Bean & Whitaker Mortgage Corp.**

**To: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP**

**Appointment of Successor Trustee, subject to the terms and provisions thereof;**

**Dated: July 27, 2010**

**Recorded: July 29, 2010**

**Volume: 2010-009012, Microfilm Records of Klamath County, Oregon**

**New Trustee: ReconTrust Company, N.A.**

Property Address: 13728 HUMMINGBIRD DR., BONANZA, OR 97623