2015-004253

Klamath County, Oregon

05/04/2015 03:15:26 PM Fee: \$52.00

## **AFTER RECORDING RETURN TO:**

JOHN R. HANSON ATTORNEY AT LAW 23 NEWTOWN STREET MEDFORD OR 97501

## SEND ALL TAX STATEMENTS TO:

LOIS JONES, TRUSTEE LOIS E. JONES TRUST 1078 OAK KNOLL DR. ASHLAND, OR 97520 IST COWFESU

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

THOMAS G. THOMASON and LINDA ROUSE, GRANTORS, convey to the LOIS E. JONES,

TRUSTEE OF THE LOIS E. JONES TRUST DATED MAY 31, 2001, GRANTEE, the following

described real property in Klamath County, State of Oregon:

LOT 3 IN BLOCK 8, SUN FOREST ESTATES, TRACT 1060, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The property is also commonly referred to as 12238 BEECHWOOD DRIVE, LA PINE, OREGON 97739. This conveyance contains Grantors' entire right, title and interest in the property.

Grantors, Thomas G. Thomason and Linda Rouse, executed and delivered a Trust Deed dated September 8, 2006, which was recorded on September 20, 2006, as Document No. 2006-18886 in the Official Records of Klamath County, Oregon, to secure payment of a Promissory Note in the principal sum of One Hundred Thirty-Two Thousand Dollars (\$132,000.00). The Note and Trust Deed are in default and a foreclosure of the Trust Deed is currently pending. In consideration of Grantee's acceptance of this Deed in Lieu of Foreclosure (this "Deed") and waiver of the right to collect against Grantors on Note, Grantee may retain all payments previously made on the Note, 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. Grantors waive, surrender, and relinquish any equity of redemption and PAGE 1 - DEED IN LIEU OF FORECLOSURE (NON-MERGER)

statutory rights of redemption that Grantors may have in connection with the Property and the Trust Deed referred to above.

Grantors warrant that during the time period that the Property was owned by
Grantors, 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. Grantors
agree 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 THEIR RIGHT TO FORECLOSE HER TRUST DEED AND REPRESENTS THAT THE TRUST DEED IS CURRENTLY IN FORECLOSURE. GRANTEE INTENDS TO CONTINUE WITH THE FORECLOSURE AS TO ALL OTHER PARTIES WHO MAY CLAIM AN INTEREST OR A LIEN ON THE PROPERTY.

Grantors have read and fully understand the above terms and is not acting under any misapprehension regarding the effect of this Deed, nor are Grantors under any duress, undue influence, nor are Grantors relying on any representations of Grantee, Grantee's agents, lawyers, or any other person.

By acceptance of this Deed, Grantee covenants and agrees that she shall forever forebear taking any action whatsoever to collect against Grantors on the Promissory Note given to secure the Trust Deed described above, other than by foreclosure of that Trust Deed, and that in any proceeding to foreclose the Trust Deed, she shall not seek, obtain, or permit a deficiency judgment against Grantors, Grantors' guarantors, Grantors' heirs or assigns, such rights and remedies being waived.

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, with the exception of the real property taxes.

By accepting delivery and recording this Deed in Lieu of Foreclosure, Grantee accepts the terms set forth herein.

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

I, CHAI TER O, OREGON EATIOEGIG.	
DATED this $94$ day of A	oril, 2015 <sub>2</sub> )
	Thomas & Formason
	THOMAS G. THOMASON, GRANTOR
STATE OF OREGON )	
Deschutes )s	S.
County of <del>Klamath</del> )	
g4h	
	15, personally appeared before me the within
named THOMAS G. THOMASON, GRAN	TOR, and acknowledged the foregoing to be his
voluntary act and deed.	CM more on.
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OFFICIAL SEAL AMY M WOODWORTH	Notary Public for Oregon
NOTARY PUBLIC - OREGON () COMMISSION NO. 466239	$\mathcal{L}(\mathcal{L}(\mathcal{L}(\mathcal{L}(\mathcal{L}(\mathcal{L}(\mathcal{L}(\mathcal{L}($
MY COMMISSION EXPIRES APRIL 12, 2016	Auda Rouse
	LINDA ROUSE, GRANTOR
STATE OF OREGON )	
DesChuteS )s	S.
County of <del>Klamath</del> )	
a4h	
On this day of April, 20	15, personally appeared before me the within
named LINDA ROUSE, GRANTOR, and	aekpowledged the foregoing to be her voluntary
act and deed.	(M) MINTION
<del>).</del>	JANN WY
M	ofally Public for Oregon of Official Seal
	AMY M WOODWORTH NOTARY PUBLIC - OREGON
	W PINERRY NO MOTALT PUBLIC - ORIGINA

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COMMISSION NO. 466239 MY COMMISSION EXPIRES APRIL 12, 2016