

**DEED IN LIEU OF FORECLOSURE
(ESTOPPEL DEED CONVEYING FEE SIMPLE INTEREST)**

David M. Bowles and Deedee L. Bowles,
GRANTOR,

Ocwen Loan Servicing, LLC
GRANTEE,

Prior Recorded Conveyance:


MTC 100274M

2015-004284

Klamath County, Oregon

05/05/2015 11:22:26 AM

Fee: \$47.00

Deed of Trust recorded 07/24/2009
as Doc. No. 2009-010102

TRUE CONSIDERATION: mutual agreement and cancellation of notes and indebtedness in the amount of: \$301,099.73

UNTIL FURTHER NOTICE SEND TAX STATEMENTS TO:

Ocwen Loan Servicing, LLC

No change

AFTER RECORDING RETURN TO BEARER OR:

LAW OFFICE OF LES ZIEVE
C/O JULIE SIMPKINS
30 Corporate Park, Suite 450
Irvine, CA 92606

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Reference is made to that certain *Deed of Trust* (hereafter referred to as the *Trust Deed*) made by: DAVID M. BOWLES AND DEEDEE L. BOWLES is the grantor, ASPEN TITLE & ESCROW, INC., AN OREGON CORPORATION is the trustee, and GATEWAY BUSINESS BANK DBA MISSION HILLS MORTGAGE BANKERS, as Lender, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is the beneficiary under that certain deed recorded July 24, 2009, as Doc. No. 2009-010102 of the records of Klamath County, Oregon, covering the following described real property situated in said county and state, to wit:

Lot 34, Block 38, TRACT NO. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any, for the real property described above is purported to be: 15804 Black Bear Court, Klamath Falls, Oregon 97601. The Tax Assessor's Parcel Number (Property Tax ID) for the Real Property is purported to be: 486664.

Throughout this document "Grantor" refers to, DAVID M. BOWLES AND DEEDEE L. BOWLES and "Grantee" refers to OCWEN LOAN SERVICING, LLC. Together Grantor and Grantee are the parties to this Deed in Lieu of Foreclosure.

Immediately prior to the execution of this Deed in Lieu of Foreclosure (Estoppel Deed), the title to the real property above described was vested in fee simple in the Grantor, subject to the above referenced mortgage (Deed of Trust) lien and the related note(s) and indebtedness secured thereby, which were then held and owned by Grantee, said mortgage, note(s), and indebtedness being then in default and the mortgage or trust deed being subject to immediate foreclosure. Grantor, being unable or unwilling to cure said default(s), requested Grantee accept an absolute deed of conveyance of Grantor's fee simple interest in the real property, in satisfaction of the indebtedness secured by the mortgage or trust deed, which the Grantee hereby accepts as agreed herein.

The consideration for this transfer is: Mutual agreement and cancellation of notes and indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the Grantor, such cancellation having an estimated dollar value of: \$301,099.73.

Therefore, Grantor does hereby and irrevocably grant, bargain, sell and convey unto Grantee and to Grantee's successors, heirs, and assigns, all of the real property described above, together with the related tenements, hereditaments and appurtenances, to have and to hold the same unto the Grantee and Grantee's successors, heirs, and assigns forever.

Furthermore, Grantor, and Grantor's successors, heirs, and assigns, does covenant to and with the Grantee and Grantee's successors, heirs, and assigns, and warrant as follows: that Grantor is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed referenced hereinabove and not otherwise; that Grantor will warrant and forever defend the above granted premises, and ever part and parcel thereof against the lawful claims and demands of all persons whomsoever; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to the premises to

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PAGE 1/2 (EXCLUSIVE OF EXHIBITS, IF ANY)

Grantor

the Grantee and all redemption rights which Grantor may have therein, and not as mortgage, trust deed or security of any kind; that possession of the premises is hereby surrendered and delivered to Grantee; that in executing this deed Grantor is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by Grantee, or Grantee's representatives, agents, or attorneys; that this deed is not given as a preference over other creditors of Grantor, and that at this time there is no person, partnership or corporation, other than Grantee, interested in the premises directly or indirectly, in any manner whatsoever; and that, should Grantor breach any of the covenants and/or warranties set forth herein, Grantor shall be and remain liable to Grantee for all sums incurred by Grantee in addressing said breach(es), including but not limited to Grantee's reasonable attorney fees and costs incurred whether or not formal litigation occurs.

In construing this instrument it is understood and agreed the Grantor and Grantee may be more than one person; that if the context so requires the singular includes the plural, and that all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the Grantor has executed this instrument. If Grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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.

Dated this 17th day of February, 2015.

By:

David M. Bowles
DAVID M. BOWLES

By:

Deedee L. Bowles
DEEDEE L. BOWLES

STATE OF TEXAS)

County of Williamson) ss.

I hereby certify under penalty of perjury this instrument was acknowledged before me on the 17 day of February, 2015 by David M. Bowles and Deedee L. Bowles.

Christina Silva
Notary Public for Texas

My commission expires: August 17, 2016

