

2015-005113

Klamath County, Oregon



00169755201500051130030033

05/19/2015 11:37:28 AM

Fee: \$52.00

Matthew A. Miles and Beverley Miles
Grantor

Rick Frabotta and Patricia Frabotta, Trustees
Grantee

After Recording return to:
Rick Frabotta and Patricia Frabotta, Trustees
P.O. Box 8186
Klamath Falls, OR 97602

ESTOPPEL DEED (Nonmerger)

MATTHEW A. MILES and BEVERLEY Miles, as tenants by the entirety, (Grantor), conveys to RICK FRABOTTA and PATRICIA FRABOTTA, Trustees or their Successors in Trust, Under the Frabotta Loving Trust Dated June 22, 1994, and any Amendments thereto, (Grantee), the following real property

LOT 1 in BLOCK 2, FAIRVIEW ADDITION NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

CODE MAP 3809-029Ca 00600-000

Grantor executed and delivered to Grantee a Trust Deed recorded on March 29, 2006, in Volume M06, Page 005911, Microfilm Records of Klamath County, Oregon, to secure payment of a promissory note in the sum of \$75,000.00. The Note and Trust Deed are in default and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this deed) and waiver of the right to collect against Grantor 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. 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 Section 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 hereinafter 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 any misapprehension 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.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto 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, 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 this 19th day of May, 2015.

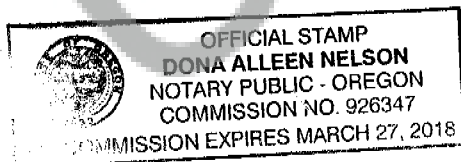
[Signature]
Matthew A. Miles

[Signature]
Beverley Miles

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 19th day of May, 2015 by Matthew A. Miles and Beverley Miles.

(S E A L)



Before me: [Signature]
Notary Public for Oregon
My Commissioner Expires: 3-27-2018

AFFIDAVIT AND ESTOPPEL CERTIFICATE
(Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath:

We, MATTHEW A. MILES and BEVERLEY MILES, being first duly sworn, depose and say that:

(1) We are the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to RICK FRABOTTA and PATRICIA FRABOTTA, Trustees, or their successors in trust, under the Frabotta Loving Trust dated June 22, 1994, and any amendments thereto, (herein "the Grantee") dated May 19, 2015, recorded on May 19, 2015 as Recording Reference 2015-005113, records of the below referenced county in Oregon, conveying the following described property (herein "the Property"), to wit:

LOT 1 in BLOCK 2, FAIRVIEW ADDITION NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

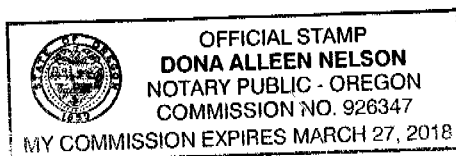
Code Map 3809-029Ca-00600-000

- (2) We make this Affidavit for and on behalf of Grantor pursuant to appropriate resolution that duly authorized the Deed.
- (3) The Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed (herein "the Trust Deed") dated March 6, 2006, recorded on March 29, 2006 as Recording Reference M06 at Page 005911, records of above referenced county in Oregon. At the time of making the Deed, Grantor was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value for the Property.
- (4) This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.
- (5) The undersigned affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the facts and representations contained in this Affidavit and Estoppel Certificate.
- (6) The undersigned affiant has executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.

Matthew A. Miles
Matthew A. Miles

Beverley Miles
Beverley Miles

SUBSCRIBED AND SWORN TO before me this 19th day of May, 2015, by Matthew A. Miles and Beverley Miles.



Dona Alleen Nelson
Notary Public for Oregon

My commission expires: 3-27-2018