



2015-009566  
Klamath County, Oregon  
08/27/2015 02:54:07 PM  
Fee: \$52.00

MAIL TAX STATEMENTS TO:  
Denis P. Hickey  
PO Box 1022  
Merrill, OR 97633

AFTER RECORDING RETURN TO:  
Erich Paetsch  
Saalfeld Griggs, P.C.  
P.O. Box 470  
Salem, OR 97308-0470

**DEED IN LIEU OF FORECLOSURE - NO MERGER  
(TRUST DEED)**

This Deed is by and between Katherine N. Fletcher, an individual, (hereinafter "**Grantor**"), and Denis P. Hickey, (hereinafter "**Grantee**").

For the consideration hereinafter stated, Grantor does hereby grant, bargain, sell, and convey unto Grantee that certain real property located in Klamath County, Oregon and legally described as:

The NW ¼ and the N ½ of the SW ¼ in Section 1, Township 41 South,  
Range 11 East, Willamette Meridian, Klamath County, Oregon.  
EXCEPTING any portion lying within the Old Malin Highway or Paygr  
Road.

Property Tax Account No.: 4111-00100-00800-000.

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, and together with all of the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, as well as any and all other interest and rights of Grantor including, without limitation, any and all leases, easements and rights to receive rents, and commonly known as 25115 Old Malin Highway, Malin, OR 97632 (hereinafter the "**Property**").

To Have and To Hold the same unto the said Grantee and Grantee's heirs, successors, and assigns forever.

The consideration for this conveyance, stated in terms of dollars, is none. However, additional consideration is provided in the prohibition against further recovery of debt owing upon the note secured by the Trust Deed and owing by the Grantor or additional parties to the Grantee.

This Deed is absolute in effect and conveys fee simple title of the above-described Property to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the Property, subject to all liens and encumbrances of record, and also subject to a deed of trust from Grantor (as the "**Grantor**"), to Deschutes County Title (as "**Trustee**") for the benefit of Grantee (the current "**Beneficiary**"), said deed of trust recorded on April 20, 2011 in the real property records for Klamath County, Oregon as Document No. 2011-005024 (the "**Trust Deed**").

This Deed does not affect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and lien shall hereafter remain separate and distinct.

By acceptance of this Deed, through recordation only, Grantee covenants and agrees that Grantee shall forever forebear taking any action whatsoever to collect against Grantor or any other party obligated on the promissory note secured by the Trust Deed, other than by foreclosure of the Trust Deed, and that in any proceeding to foreclose the Trust Deed, Grantee will not seek to recover any monetary deficiency judgment against Grantor or any other obligated party, or the heirs, successors, or assigns of Grantor or any other obligated party. Provided, however, in the event of a default under that certain Deed in Lieu of Foreclosure Agreement, including all Exhibits thereto (the "**Agreement**"), the representations and obligations of which survive the recording of this Deed, such agreement to forbear by Grantee shall be void and Grantee shall be free to recover upon any and all indebtedness owed less the appraised value of the Property at the time this Deed is recorded.

Upon satisfaction of all conditions set forth in the Agreement and the Bank's subsequent conveyance of title to the Property to a bona fide third party purchaser, the indebtedness secured by the Trust Deed shall be deemed released except to the extent necessary to permit Grantee to exercise its rights and remedies under the non-merger provisions set forth herein including, though not limited to, the judicial or non-judicial foreclosure of this Deed.

Upon recordation of the Deed in Lieu, Grantor hereby waives, surrenders, conveys, and relinquishes all claims, demands or liabilities against Grantee (known or unknown, now existing or hereafter arising) and related in any way to the Property, and any equity of redemption and statutory rights of redemption concerning the Property and Trust Deed as recorded in Klamath County, Oregon.

Grantor represents and warrants to Grantee that, to her knowledge, there are no environmentally hazardous materials or wastes contained on the Property and that there are no potentially hazardous environmental conditions on the Property and that the Property has not been identified by any government agency of the site upon which, or potentially upon which, environmentally hazardous materials have been (or may have been) located or deposited. Grantor further represents that there are no leases or tenants entitled to possession of the Property.

Grantor is not acting under any misapprehension as to the legal effect of this Deed nor under any duress, undue influence, or misrepresentation of Grantee and Grantee's agents, attorneys, or other persons.

The following is the notice as required by Oregon law: "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. 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."

In construing this Deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

The parties hereby submit to jurisdiction in Klamath County, Oregon and agree that any and all disputes arising out of or related to this Deed shall be litigated exclusively in the Circuit Court for Klamath County, Oregon and in no federal court or court of another county or state. Each party to this Deed further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Klamath County, Oregon.

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

The law firm of Saalfeld Griggs PC of Salem, Oregon, has been employed by the Grantee to prepare the documents in conjunction with this Deed, and such attorneys represent only the Grantee in this matter.

Grantor acknowledges that she has had opportunity to obtain legal counsel prior to signing this Deed.

Dated this 15th day of July, 2015.

GRANTOR:

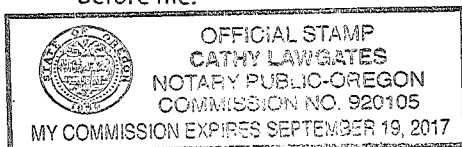
Katherine N. Fletcher  
Katherine N. Fletcher

State of Oregon )

County of Deschutes ) ss.

On this 20<sup>th</sup> day of August, 2015, personally appeared Katherine N. Fletcher and acknowledged said instrument to be her voluntary act and deed.

Before me:



[Signature]  
Notary Public - State of Oregon