



**2015-010426**

**Klamath County, Oregon**

**09/21/2015 03:38:12 PM**

**Fee: \$62.00**

**Recorded Requested By  
And When Recorded Mail To:  
And Send Tax Statements To:**

**OCWEN LOAN SERVICING, LLC  
2711 NORTH HASKELL AVENUE, SUITE 900  
DALLAS, TX 75204**

DIL No: 000006-067774

**WARRANTY DEED IN LIEU OF FORECLOSURE**

FOR VALUE RECEIVED, **WILLIAM D. CUSHMAN AND MAIBRITT C. CUSHMAN, AS TENANTS BY THE ENTIRETY**, as grantor, having an address of 411 Pine Street, Klamath Falls, OR 97601 do hereby Grant, Warrant, Sell and Convey unto **OCWEN LOAN SERVICING, LLC** The Grantee, having an address of 2711 NORTH HASKELL AVENUE, SUITE 900, DALLAS, TX 75204 the following described real estate free of encumbrances (except as set forth herein), to-wit:

**LOT 12 IN BLOCK 7 OF ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**SAVING AND EXCEPTING COMMENCING AT THE N.W. CORNER OF LOT 12 IN BLOCK 7 OF ALTAMONT ACRES; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 141.8 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 12, BLOCK 7 ALTAMONT ACRES DISTANCE OF 186 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 91.8 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 50 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING.**

**ALSO SAVING AND EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF BISBEE STREET.**

**[TRUE AND ACTUAL CONSIDERATION ORS 93.030 \$152,500.09**

This Deed is an absolute conveyance of title, in effect as well as in form and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration hereto existing on account of the Deed of Trust on said land recorded on **APRIL 7, 2009** as Instrument No. **2009-004824**, book N/A, page N/A records of KLAMATH County, OREGON. This Deed completely satisfies said Deed of Trust and Note secured thereby, and any effect thereof in all respects.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee their successors, heir and assigns forever. And the Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

**WARRANTY DEED IN LIEU OF FORECLOSURE**

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.

DATED: 6/15/15

SIGNATURE OF GRANTOR(S):

William D. Cushman  
WILLIAM D. CUSHMAN

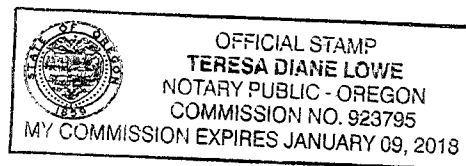
Maibritt C. Cushman  
MAIBRITT C. CUSHMAN

State of OREGON  
County of Jackson

This record was acknowledged before me on June 15, 20 15  
by William D. Cushman and Maibritt C. Cushman

Teresa Diane Lowe  
Notary Public - State of Oregon  
My commission expires: 01/09/18

(seal)



Recorded Requested By  
And When Recorded Mail To:

**OCWEN LOAN SERVICING, LLC**  
**2711 NORTH HASKELL AVENUE, SUITE 900**  
**DALLAS, TX 75204**

DIL No: 000006-067774

**ESTOPPEL AFFIDAVIT**

**WILLIAM D. CUSHMAN AND MAIBRITT C. CUSHMAN, AS TENANTS BY THE ENTIRETY** being first duly sworn, depose and say: That he/she/they is/are the identical party(ies) who made, executed and delivered that certain Warranty Deed in Lieu of Foreclosure to **OCWEN LOAN SERVICING, LLC** dated of even date herewith conveying the following described property to wit:

**SEE ATTACHED EXHIBIT "A"**

That the aforementioned Deed was an absolute conveyance of the title to said land to the Grantee(s) named therein. In effect as well as in form, and was not and is not intended as a Deed of Trust, Mortgage, Contract of security of any kind, and that possession of said land has been surrendered to the said Grantee. We agree that there is no right to redeem the property under any circumstances.

That this consideration in the aforesaid Deed was and is payment to us of the sum of ONE DOLLAR by the Grantees named therein receipt of which is hereby acknowledged, together with full cancellation of all debts, obligation, costs and charges, heretofore existing under and by virtue of the terms of that certain Note secured by the undersigned Deed of Trust heretofore existing on the property herein and hereinbefore described.

That said Note and Deed of Trust were executed by **WILLIAM D. CUSHMAN AND MAIBRITT C. CUSHMAN, HUSBAND AND WIFE** as Grantor to **TRANSCONTINENTAL TITLE COMPANY**, as original trustee for the benefit and security of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE INVESTORS CORPORATION**, as beneficiary, recorded on **APRIL 7, 2009** as Instrument No. 2009-004824, book **N/A**, page **N/A** records of **KLAMATH** County, OREGON.

We have defaulted under the terms of said Note and Deed of Trust. All notice provisions have been complied with and all grace periods have either expired or have been waived by us and the Lender has declared the Note and all indebtedness under the Note and Deed of Trust due and payable according to the terms thereof and the laws of the State of Oregon.

That in offering to execute the aforesaid Deed to the Grantees therein, and in executing the same, we were not acting under any misapprehension as to the effects thereof, nor under duress, undue influence or misrepresentation by the Grantees or the agent or attorney of the Grantees in said Deed. That the aforesaid Deed was made as a result of our request that the Grantees accept such Deed and

**ESTOPPEL AFFIDAVIT**  
**PAGE 2**

was our free and voluntary act. Also by executing said Warranty Deed to Grantee's herein, we agree to vacate said premises within ten (10) days of the undersigned date.

That at the time of making said Deed we felt, and still feel, that the Note and Deed of Trust above mentioned represented a fair value of the property so deeded.

That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as preference against any other of our creditors.

That at the time it was given there were no other persons, firms or corporations other than the Grantees therein named interested either directly or indirectly in said land and personal property, and that we are not obligated upon any bond or other Mortgage or Deed of Trust or Contract where any lien has been created or exists against the premises described in said Deed.

That it was our intentions Grantors to convey, and by said Deed did convey to the Grantees therein, all our right, title and interest absolutely in and to the land in said Deed. This Affidavit was made for the protection and benefit of the aforesaid Grantees in said Deed, their successors and assigns, and all other parties hereinafter dealing with or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

DATED: 6/15/15

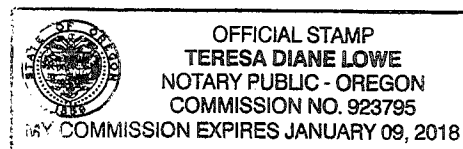
William D. Cushman  
WILLIAM D. CUSHMAN  
Maibritt C. Cushman  
MAIBRITT C. CUSHMAN

State of OREGON  
County of Jackson

This record was acknowledged before me on June 15, 20 15  
by William D. Cushman and Maibritt C. Cushman

(seal)

Teresa Diane Lowe  
Notary Public - State of Oregon  
My commission expires: 01/09/18



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