


MTC 66825AM

EXECU

2016-003132
Klamath County, Oregon
03/24/2016 03:18:46 PM
Fee: \$62.00

After recording, return to:
Hershner Hunter, LLP
Attention: Garrett S. Ledgerwood
P. O. Box 1475
Eugene, OR 97440

UNTIL A CHANGE IS REQUESTED, TAX
STATEMENT SHOULD BE SENT TO:
Freddie Mac
Attn: REO Department
50000 Plano Parkway
Carrollton, TX 75010-4902

Tax Acct: R572035
Map: R-3909-014BB-02900-000

DEED IN LIEU OF FORECLOSURE

Shaun Allen Tooker, Grantor, conveys and warrants to Federal Home Loan Mortgage Corporation, Grantee, all of Grantor's interest in the real property described below (the "Property"), free of encumbrances except as set forth herein.

Legal Description: See Exhibit A.

Property Address: 4310 Bartlett Avenue, Klamath Falls, OR 97603.

Consideration: The true consideration for this conveyance is Grantee's covenants (described in Paragraph 6. below) with respect to collection of indebtedness secured by the Deed of Trust in which Grantor is the borrower, Security Bank is the lender, and First American Title Insurance Company is the trustee, dated October 1, 2001, and recorded in the Klamath County Deeds and Records on October 10, 2001, at Vol. M01, Page 51645 (the "Trust Deed").

Grantor covenants that:

1. This deed is absolute in effect and conveys fee simple title to the Property to Grantee, and conveys, transfers, and assigns to Grantee any and all rights to possession of the Property, and any other rights associated with or appurtenant to the Property, and does not operate as a mortgage, trust conveyance, or security of any kind.
2. Grantor is the owner of the Property free of all encumbrances except for the Trust Deed and as set forth on the attached Exhibit B.
3. Grantor is in default under the Trust Deed. Grantor hereby waives, surrenders, conveys, and relinquishes any equity of redemption and any statutory rights of redemption

concerning the Property and the Trust Deed. Grantee may retain all payments previously made on the secured debt without any duty to provide an accounting.

4. 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, Grantee's agents or attorneys, or any other person.

5. Upon acceptance of this deed, this deed will not operate to merge the fee simple ownership of the Property and the lien of the Trust Deed. The fee and the lien of the Trust Deed shall remain separate and distinct until Grantee merges those interests by a separate instrument.

6. By acceptance of this deed, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantor 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 shall not seek, obtain, or permit a deficiency judgment against Grantor, Grantor's assigns or successors, nor against any other person who has guaranteed the indebtedness secured by the Trust Deed, such remedies and rights being hereby waived. Grantee shall have accepted this deed only if Grantee has caused this deed to be recorded. Other than set forth in this paragraph, the debt secured by the Trust Deed is not satisfied or forgiven.

ORS 93.040 WARNING: 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,

EXECUTION VERSION

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

Dated Jan 23, 2016.

Shaun Allen Tooker
Shaun Allen Tooker

STATE OF OREGON)
COUNTY OF Klamath) ss.

The foregoing instrument was acknowledged before me this 23rd day of January, 2016, by Shaun Allen Tooker.



Karen Raye Chesney
Notary Public for Oregon
My commission expires: 6-15-18

EXHIBIT A

Legal Description

The South 1/2 of Lot 41 and all of Lot 42, VILLA ST. CLAIR, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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EXHIBIT B

Exceptions to Title

A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$84,200.00; Trustor/Grantor: Shaun Allen Tooker; Trustee: First American Title Insurance Company; Beneficiary: Security Bank; Dated: October 1, 2001; Recorded: October 10, 2001; Klamath County Deeds and Records on October 10, 2001, at Vol. M01, Page 51645.

Taxes assessed under Code No. 041, Account No. R572035, Map No. R-3909-014BB-02900-000. The 2015-2016 Taxes: A lien not yet due or payable.

The property lies within the boundaries of South Suburban Sanitary District and is subject to any charges or assessments levied by said District and pipeline easements in connection therewith. (No inquiry has been made.)

Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District. (No inquiry has been made.)

Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath County Drainage Service District. (No inquiry has been made.)

The provisions contained in deed,

Recorded: August 2, 1945

Instrument No.: Volume 178, page 385

As follows: See deed for particulars