

**RECORDING COVER SHEET (Please Print or Type)** this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**AFTER RECORDING RETURN TO:**

Liberty Title and Escrow

275 West Natick Road, Ste 1000

Warwick RI 02886

**SEND TAX STATEMENTS TO:**

Nationstar Mortgage, LLC

8950 Cypress Waters Blvd

Dallas, TX 75063

**2016-004214**

**Klamath County, Oregon**



00185562201600042140100104

04/26/2016 01:18:40 PM

Fee: \$87.00

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

WARRANTY DEED IN LIEU OF FORECLOSURE

**DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS: Creditor/Plaintiff)**

ORS 205.125(1) (b) and 205.160

GLORIA ALVITA HERNANDEZ

**INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)**

ORS 205.125(1) (a) and 205.160

NATIONSTAR MORTGAGE, LLC

**TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)**

\$ 0.00

**JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)**

\$ 0.00

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:**

**"RERECORDED AT THE REQUEST OF** \_\_\_\_\_  
**TO CORRECT** \_\_\_\_\_

**PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER** M06-00597

**Recording Requested By:**  
Nationstar Mortgage LLC  
8950 Cypress Waters Blvd.  
Dallas, TX 75063

**And When Recorded Mail To:**

LenderLive Settlement Services LLC  
1044 Main Street, Suite 700  
Kansas City, MO 64105

DIL No.: 6580.858  
Loan No.: 0599673837

**WARRANTY DEED IN LIEU OF FORECLOSURE**

FOR VALUE RECEIVED, Gloria Alvita Hernandez, a married woman, as **Grantor**, does hereby Grant, Bargain, Sell and Convey unto Nationstar Mortgage LLC, whose address is 8950 Cypress Waters Blvd., Dallas, TX 75063, as **Grantee**, the following described real estate free of encumbrances (except as set forth herein), to-wit:

Lot 9, Block 301, Darrow addition to the City of Klamath Falls, according to the Official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

Parcel ID: R-3809-033DA-08400

This Warranty 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 January 11, 2006 as Document No. M06-00597, official records of Klamath County, Oregon. This Warranty Deed completely satisfies said Deed of Trust and Note secured thereby, and any effect thereof in all respects.

The beneficial interest under said Deed of Trust has been assigned to Nationstar Mortgage LLC.

**BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:**

A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantors therein or thereto.

B. The Deed of Trust executed by Gloria Alvita Hernandez, Trustor, to Amerititle, as Original Trustee, and Mortgage Electronic Registration Systems, Inc. Solely as nominee for First Independent Mortgage Company, as Original Beneficiary, dated January 4, 2006 and recorded January 11, 2006 as Document No. M06-00597 of official records, Klamath County, Oregon, IS NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until reconveyed by written instrument (the "**Reconveyance**") executed by Trustee, or its successors and assigns, and recorded with the Register of Deeds of Klamath County, Oregon, which Reconveyance may be made in the exercise of Grantee's sole discretion.

C. There shall not in any event be a merger of any of Grantee's lien with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the liens and title shall be, and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interests of Grantee in the Property under the liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the lien and any and all rights of Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the lien or any other remedies are expressly preserved hereby and for purposes of any applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Grantee's lien is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of Grantee's lien to any other liens or encumbrances whatsoever.

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee its successors, heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that Grantor is free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED

July 1, 2015

SIGNATURE OF GRANTOR

Gloria Alvita Hernandez

State of

Oregon

County of

Klamath

On this 1<sup>st</sup> day of July, 2015, before me, Stephanie C. Emard McVey a Notary Public, personally appeared Gloria Alvita Hernandez, a married woman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature

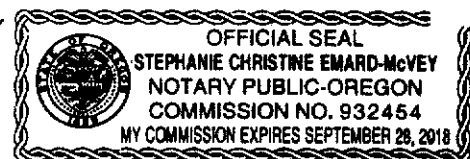
Stephanie C. Emard McVey

Notary Printed Name

Stephanie C. Emard McVey

My Commission Expires:

9/28/2018



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**AFTER RECORDING RETURN TO:**

Liberty Title and Escrow

275 West Natick Road, Ste 1000

Warwick RI 02886

**SEND TAX STATEMENTS TO:**

Nationstar Mortgage, LLC

8950 Cypress Waters Blvd

Dallas, TX 75063

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

ESTOPPEL AFFIDAVIT

**DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS: Creditor/Plaintiff)**

ORS 205.125(1) (b) and 205.160

GLORIA ALVITA HERNANDEZ

**INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)**

ORS 205.125(1) (a) and 205.160

NATIONSTAR MORTGAGE, LLC

**TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)**

\$ 0.00

**JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)**

\$ 0.00

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:**

**"RERECORDED AT THE REQUEST OF** \_\_\_\_\_

**TO CORRECT** \_\_\_\_\_

**PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER** M06-00597

**Recording Requested By:**

Nationstar Mortgage LLC  
8950 Cypress Waters Blvd., Dallas, TX 75063

**And When Recorded Mail To:**

LenderLive Settlement Services LLC  
1044 Main Street, Suite 700  
Kansas City, MO 64105

DIL No.: 6580.858  
Loan No.: 0599673837

**ESTOPPEL AFFIDAVIT**

Gloria Alvita Hernandez, a married woman, being first duly sworn, dispose and say: That they are the identical parties who made, executed and delivered that certain Warranty Deed to Nationstar Mortgage LLC whose address is 8950 Cypress Waters Blvd., Dallas, TX 75063 dated 7/1/16 conveying the following described property to wit:

**Lot 9, Block 301, Darrow addition to the City of Klamath Falls, according to the Official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.**

**Parcel ID: R-3809-033DA-08400**

That the aforementioned Deed was an absolute conveyance of the title to said land to the Grantee 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.

That this consideration in the aforesaid Deed was and is payment to us of the sum of **ONE and 00/100 DOLLAR (\$1.00)** by the Grantee 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 Gloria Alvita Hernandez, as Grantor, to Amerititle, as Trustee, and for the benefit and security of Mortgage Electronic Registration Systems, Inc. Solely as nominee for First Independent Mortgage Company, as Beneficiary, recorded on January 11, 2006 as Document No. M06-00597, of Official Records of Klamath County, Oregon.

The beneficial interest under said Deed of Trust has been assigned to Nationstar Mortgage LLC.

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 Warranty Deed to the Grantee 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 Grantee or the agent or attorney of the Grantee in said Deed. That the aforesaid Deed was made as a result of our request that the Grantee accept such Deed and 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 Warranty 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.

**BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:**

A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantors therein or thereto.

B. The Deed of Trust executed by Gloria Alvita Hernandez, Trustor, to Amerititle, as Trustee, and Mortgage Electronic Registration Systems, Inc. Solely as nominee for First Independent Mortgage Company, as Beneficiary, dated January 4, 2006 and recorded January 11, 2006 as Document No. M06-00597 of Official Records, Klamath County, Oregon, IS NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until reconveyed by written instrument (the "**Reconveyance**") executed by Trustee, or its successors and assigns, and recorded with the Register of Deeds of Klamath County, Oregon, which Reconveyance may be made in the exercise of Grantee's sole discretion.

C. There shall not in any event be a merger of any of Grantee's lien with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the liens and title shall be, and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interests of Grantee in the Property under the liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the lien and any and all rights of Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the lien or any other remedies are expressly preserved hereby and for purposes of any applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Grantee's lien is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of Grantee's lien to any other liens or encumbrances whatsoever.

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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 is our intention as Grantor to convey, and by said Warranty Deed did convey to the Grantee 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:

July 1, 2015

Signature of Affiant(s)/Grantor(s)

Gloria Alvita Hernandez  
Gloria Alvita Hernandez

State of

Oregon

County of

Klamath

On 1<sup>st</sup> day of July, 2015, before me, Stephanie C. Emard McVey, a Notary Public, personally appeared Gloria Alvita Hernandez, a married woman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature

Stephanie C. Emard McVey

