

**2016-009982**

**Klamath County, Oregon**

09/20/2016 03:27:01 PM

Fee: \$57.00

*Amgen*  
MTC 9/16/16

**Recorded Requested By**

**When Recorded Mail To  
And Send Tax Statements To:  
FEDERAL HOME LOAN MORTGAGE CORP.  
C/O DITECH FINANCIAL LLC  
8200 JONES BRANCH DRIVE  
MCLEAN, VA 22102-3110**

DIL No: 001633-000046

**WARRANTY DEED IN LIEU OF FORECLOSURE**

FOR VALUE RECEIVED, **EMIL L. SANTA AND SHEILA SANTA, NOT AS TENANTS IN COMMON BUT WITH RIGHT OF SURVIVORSHIP**, as grantors, having an address of 5147 AURORA DR., HULLIARD, OR 43026 do hereby Grant, Warrant, Sell and Convey unto **FEDERAL HOME LOAN MORTGAGE CORPORATION** the Grantee, having an address of 8200 JONES BRANCH DRIVE, MCLEAN, VA 22102-3110 the following described real estate free of encumbrances (except as set forth herein), to-wit:

**LOT 7, BLOCK 9, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**[TRUE AND ACTUAL CONSIDERATION ORS 93.030 \$125,138.33]**

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 June 23, 2008 as Instrument No. 2008-009168, 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 its appurtenances unto the said Grantee, its 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.

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: 4/8/16

(SIGNATURE OF GRANTORS:

Emil L. Santa

Sheila Santa

State of ~~OREGON~~ <sup>OHIO</sup>  
County of Franklin

This record was acknowledged before me on April 8th, 2016  
by Emil Santa and Sheila Santa

(seal)

Jordan Prorise  
Notary Public - State of ~~Oregon~~ <sup>Ohio</sup>

My commission expires: 11/23/2019



JORDAN PRORISE  
Notary Public, State of Ohio  
My Comm. Expires Nov. 23, 2019



DIL NO. 001633-000046

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**And When Recorded Mail To:**  
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**C/O DITECH FINANCIAL LLC**  
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**ESTOPPEL AFFIDAVIT**

**EMIL L. SANTA AND SHEILA SANTA, NOT AS TENANTS IN COMMON BUT WITH RIGHT OF SURVIVORSHIP** being first duly sworn, depose and say: That we are the identical parties who made, executed and delivered that certain Warranty Deed in Lieu of Foreclosure to **FEDERAL HOME LOAN MORTGAGE CORPORATION** dated 4/8/2016 conveying the following described property to wit:

**LOT 7, BLOCK 9, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

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. 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 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 **EMIL L. SANTA AND SHEILA SANTA, NOT AS TENANTS IN COMMON BUT WITH RIGHT OF SURVIVORSHIP** as Grantors to **FIRST AMERICAN TITLE**, as original trustee for the benefit and security of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), SOLELY AS NOMINEE FOR REUNION MORTGAGE INC., ITS SUCCESSORS AND ASSIGNS**, as beneficiary, recorded on **June 23, 2008** as Instrument No. **2008-009168**, 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 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 accepts such Deed and was our

free and voluntary act. Also by executing said Warranty Deed to Grantee 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 Grantee 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 intention as Grantors to convey, and by said 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 Grantee in said Deed, its 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: 4/8/16

EMIL L. SANTA  
SHEILA SANTA

State of <sup>OR</sup>OREGON <sup>Ohio</sup>  
County of Franklin

This record was acknowledged before me on April 8th, 2016  
by Emil Santa and Sheila Santa

Jordan Prosise  
Notary Public - State of <sup>OR</sup>Oregon <sup>Ohio</sup>  
My commission expires: 11/23/2019

(seal)



JORDAN PROSISE  
Notary Public, State of Ohio  
My Comm. Expires Nov. 23, 2019