

AmeriTitle  
MTC 120782 AM

RECORDING REQUESTED BY:

2016-011707

Klamath County, Oregon

11/01/2016 02:55:01 PM

Fee: \$62.00

WHEN RECORDED MAIL DEED  
AND TAX STATEMENT TO:

Federal National Mortgage Association  
c/o Financial Freedom, a division of CIT  
Bank, N.A.  
2900 ESPERANZA CROSSING  
AUSTIN, TX 78758

Case No. OR05000099-16-1

APN R187265

Title Order No. 8659373

Grantor: Barbara A Gjertsen  
Grantee: Federal National Mortgage Association  
Commonly Known As: 2057 Lawrence Street, Klamath Falls, OR 97601  
Tax Parcel No.: R187265

The true consideration for this conveyance is **\$185,499.76** plus other goods and consideration. (Here comply with the requirements of ORS 93.030)

### STATUTORY WARRANTY DEED

The Grantor(s), **Barbara A Gjertsen**, for and in consideration of a DEED IN LIEU OF FORECLOSURE, grants, bargains, sells, conveys, and conforms to **Federal National Mortgage Association** under said Deed of Trust recorded on **March 18, 2008** as Instrument No. **2008-003457** the following described real estate, situated in the County of Klamath, State of Oregon:

The Grantor(s) agrees that **Federal National Mortgage Association ("FNMA")** keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the Grantor(s)).

**Lot 14, the vacated alley between Lots 14 and 15, and Lot 15 in Block 7 of HILLSIDE ADDITION to the City of Klamath Falls, EXCEPT the following: A portion of Lot 15, Block 7, described as follows: Beginning at the Southeast corner of said Lot 15; thence Southwesterly along the Southeasterly boundary of said Lot 15 a distance of 4.0 feet; thence North 15°04' East 37.4 feet to a point on the Northeasterly boundary of said Lot 15; thence Southeasterly along the Northeasterly boundary of said Lot 15, 37.0 feet to the point of beginning; AND EXCEPT all that portion of Lot 15, Block 7, described as follows: Beginning at the Northeast corner of said Lot 15; thence West along the South line of Van Ness Avenue 18 feet; thence Southeasterly to a point on the Northeasterly boundary of said Lot 15, which point is 42.0 feet Southeasterly from the Northeast corner of said Lot 15; thence Northwesterly along the Northeasterly boundary of said Lot 15, 42.0 feet to the point of beginning; all being in Block 7 of HILLSIDE 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.**

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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

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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.

Date: 9-24-16

Barbara A Gjertsen  
By: Barbara A Gjertsen

STATE OF WASHINGTON

COUNTY OF KITSAP

On this day personally appeared before me Barbara A Gjertsen, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 24TH day of SEPT, 2016.

Beth V Barrow  
Notary Public residing at PORT ORCHARD, WA 98366

Printed Name: BETH V BARROW

My Commission Expires: 07/26/18





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### ESTOPPEL AND SOLVENCY AFFIDAVIT

State of Oregon  
County of Klamath

Barbara A Gjertsen, ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to **Federal National Mortgage Association** ("Grantee") dated 9/24/16, encompassing the following described property, to wit:

Lot 14, the vacated alley between Lots 14 and 15, and Lot 15 in Block 7 of HILLSIDE ADDITION to the City of Klamath Falls, EXCEPT the following: A portion of Lot 15, Block 7, described as follows: Beginning at the Southeast corner of said Lot 15; thence Southwesterly along the Southeasterly boundary of said Lot 15 a distance of 4.0 feet; thence North 15°04' East 37.4 feet to a point on the Northeasterly boundary of said Lot 15; thence Southeasterly along the Northeasterly boundary of said Lot 15, 37.0 feet to the point of beginning; AND EXCEPT all that portion of Lot 15, Block 7, described as follows: Beginning at the Northeast corner of said Lot 15; thence West along the South line of Van Ness Avenue 18 feet; thence Southeasterly to a point on the Northeasterly boundary of said Lot 15, which point is 42.0 feet Southeasterly from the Northeast corner of said Lot 15; thence Northwesterly along the Northeasterly boundary of said Lot 15, 42.0 feet to the point of beginning; all being in Block 7 of HILLSIDE 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.

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That the aforesaid Deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the proffered Deed in Lieu of Foreclosure to the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Deed of Trust heretofore existing on the property therein and hereinbefore, dated **March 11, 2008** and recorded on **March 18, 2008** as Instrument No. **2008-003457** of the records of Klamath County, Oregon, executed by **Barbara A Gjertsen** as Trustor(s), to **AmeriTitle** as Trustee, **Financial Freedom Senior Funding Corporation**, a **Subsidiary of IndyMac Bank, F.S.B.**, as Beneficiary, and the cancellation of record of said Deed of Trust.

That the aforesaid Deed and conveyance was by this Deponent as the result of their request that the Grantee

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accept such Deed and was their free and voluntary act; that at the time of making said Deed this Deponent considered and still considers that the indebtedness above-mentioned represented a fair value of the property so deeded; that said Deed was not given as a preference against any other creditors of the Deponent or either of them; that as of the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly, in said premises: that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said Deed; that Deponent in offering to execute the aforesaid Deed to the Grantee therein, and in execution of the same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said Deed, or the agent or attorney or any other representative of the Grantee in said Deed; that it was the intention of this Deponent as Grantor in said Deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said Deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during neither the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There are no outstanding bills for utilities, unused fuel, gas, electric or sewer.

That the Deponent agrees that **Federal National Mortgage Association ("FNMA")** keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the Deponent).

This affidavit is made for the protection and the benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter 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.

Date: 9-24-16By: Barbara A Gjertsen  
By: Barbara A Gjertsen

STATE OF WASHINGTON

COUNTY OF KITSAP

On this day personally appeared before me Barbara A Gjertsen, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 24TH day of SEPT, 2016.Beth V Barrow  
Notary Public residing at PORT ORCHARD, WA 98364Printed Name: BETH V BARROWMy Commission Expires: 07/26/18