



2017-002882
Klamath County, Oregon
03/20/2017 03:44:01 PM
Fee: \$67.00

Recording requested by:
Quality Loan Service Corp. of Washington
411 Ivy Street
San Diego, CA 92101

When recorded, mail recordings & tax statements to:
Federal National Mortgage Association
14221 Dallas Parkway, Suite 1000
Dallas, TX 75254

TS No.: **OR-16-711748-DIL**
Order No.: **160226538**
APN: **R-3809-034DD-05600-000**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED IN LIEU OF FORECLOSURE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID B. PETERS AND LYND A. PETERS, HUSBAND AND WIFE** ("Grantors")

HEREBY CONVEY AND WARRANT TO: **FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE")**, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, and to its successors and assigns, ("Grantee") the following described real property in the County of **KLAMATH** State of **OREGON** described as:

LOT 2 IN BLOCK 2 OF BRYANT TRACTS NO.2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Property is purported to be: **3941 SHASTA WAY, KLAMATH FALLS, OR 97603**

SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A".

This Deed is an absolute conveyance, the Grantors having sold said land to the Grantee for a fair and adequate consideration; said consideration being that Grantee agrees not to bring a personal action on the debt against the Grantors as related to the obligations of the Deed of Trust existing on said property executed by **DAVID B. PETERS AND LYND A. PETERS, HUSBAND AND WIFE** as Trustors, **AMERITITLE** as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING INC., A NEW YORK CORPORATION**, the Beneficiary; which was recorded on **4/30/2004**, Instrument No.: **M04**, Page **26729** in the Official Records of **KLAMATH** County **OREGON**.

This Warranty Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust described herein. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Deed of Trust at any time as to any party with any claim, interest, or lien on the property.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the property.

Grantors declare that this conveyance is free and fairly made pursuant to conditions set forth in the Estoppel Affidavit recorded concurrently with this conveyance. **See attached Exhibit A.**

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TO HAVE AND TO HOLD the said real property described herein, with its appurtenances unto the said Grantee, Grantee's heirs and assigns forever. And said Grantors hereby covenant to and with said Grantee, that Grantors are owners in fee simple of said real property; that said real property is free from all encumbrances except for that above mentioned Deed of Trust. The interest of the Grantors in the real property being acquired by the Grantee hereunder, and the lien or security interest of the Deed of Trust, and of any other security instrument, shall not merge.

It is expressly understood by the Parties that each Party shall bear its own costs in connection with the Dispute, Litigation, the Modification and this Agreement; and the Parties waive and release any claims they otherwise have or may have had to such costs and attorney's fees.

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 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.

Dated: 9-14-16


By: **DAVID B. PETERS**


By: **LYNDA A. PETERS**

State of: _____)

County of: _____)

On _____ before me, _____, Notary Public, personally appeared **DAVID B. PETERS AND LYNDA A. PETERS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

SEE ATTACHED FOR CALIFORNIA STATE
NOTARY ACKNOWLEDGEMENT

02-03-2017

My Commission Expires

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tuolumne)

On Sept. 14, 2016 before me, Christina M. Trimeloni, Notary Public
Datepersonally appeared David B. Peters and
Lynda A. Peters Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christina M Trimeloni

EXHIBIT "A"
ESTOPPEL AFFIDAVIT

State of: Oregon
County of: Klamath

DAVID B. PETERS AND LYND A. PETERS, HUSBAND AND WIFE declares the following:

DAVID B. PETERS AND LYND A. PETERS, HUSBAND AND WIFE are the same parties that executed and delivered the certain Warranty Deed in Lieu of Foreclosure ("Deed") to **FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE")**, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, on the same date as this document, which conveyed the interest in real property commonly known as: **3941 SHASTA WAY, KLAMATH FALLS, OR 97603** and described as follows:

LOT 2 IN BLOCK 2 OF BRYANT TRACTS NO.2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Warranty Deed is an absolute conveyance of the title and is not intended as a mortgage, trust conveyance or security of any kind;

That as a condition precedent to recording the Warranty Deed and this Affidavit, the Grantors have vacated the property and surrendered possession to the Grantee;

This Deed is an absolute conveyance, the Grantors having sold said land to the Grantee for a fair and adequate consideration; said consideration being that Grantee agrees not to bring a personal action on the debt against the Grantors as related to the obligations of the Deed of Trust existing on said property executed by **DAVID B. PETERS AND LYND A. PETERS, HUSBAND AND WIFE** as Trustors, **AMERITITLE** as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING INC., A NEW YORK CORPORATION**, the Beneficiary; which was recorded on 4/30/2004, Instrument No.: **M04, Page 26729** in the Official Records of **KLAMATH** County **OREGON**.

That Grantors believe that the consideration given is adequate for the real property so deeded in that the fair market value of the property is not in excess of the indebtedness of the Grantors as of the date hereof;

That the parties intend that the deed of trust or mortgage described above survive and not merge with the fee interest transferred by the Warranty Deed;

That at the time of making said Warranty Deed no proceedings in bankruptcy or receivership have been instituted by or against the Grantors, that the Grantors were solvent, that said Warranty Deed was not given as a preference against any other of the Grantors' creditors, and that the Grantors have no other creditors whose rights would be prejudiced by such conveyance;

That at the time of making said Warranty Deed there was no other person or persons, firms, or corporations, other than the Grantee, who were interested either directly or indirectly in said real property; that the Grantors were not obligated upon any bond or other mortgage whereby any liens were created or exist against the above described real property; that all labor and material used in the construction of improvements or repairs on the above described real property have been paid for and there were no unpaid labor or material claims against the above described real property or the improvements located thereon; that the Grantors agree to pay on demand to the Grantee, its successors and/or assigns, all amounts secured by any and all liens not disclosed herein, but created or known by the Grantors, together with costs, loss and attorney's fees, that the Grantee may incur in connection with such undisclosed liens;

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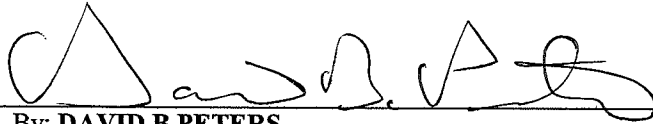
This Affidavit is made for the benefit of the Grantee in said Warranty Deed, **FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE")**, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA its successor and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property herein described and particularly for the benefit of the title insurer which insures the title to said property in reliance thereon, and shall bind the respective successors, executors, administrators and assigns of the undersigned;

It is expressly understood by the Parties that each Party shall bear its own costs in connection with any Dispute, Litigation, and/or Modification in connection with this Agreement; and the Parties waive and release any claims they otherwise have or may have to such costs and attorney's fees in the context of this Agreement.

The Grantors have read and fully understands the above terms and is not acting under misapprehensions regarding the effect of this Deed, nor are the Grantors under any duress, undue influence, or misrepresentations of the Grantee, the Grantee's agents, lawyers, or any other person, and it is the intent of the Grantors to convey and by said Deed did convey to the Grantee therein all my right, title and interest absolutely in and to the premises described in said Deed; and

That the undersigned will testify, declare, depose or certify before any competent tribunal, officer or person, in any case, hearing or investigation now pending or which may hereafter be instituted, to the truth of the particular facts set forth herein.

Dated: 9-14-16


By: **DAVID B PETERS**


By: **LYNDA A PETERS**

State of: _____)

County of: _____)

On _____ before me, _____, Notary Public, personally appeared **DAVID B. PETERS AND LYNDA A. PETERS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

SEE ATTACHED FOR CALIFORNIA STATE
NOTARY ACKNOWLEDGEMENT

02-03-2017
My Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

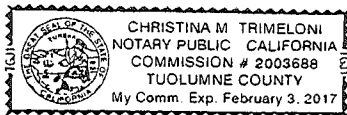
State of California)

County of Tuolumne)

On Sept. 14, 2016 before me, Christina M. Trimeloni, Notary Public
Date

personally appeared David B. Peters and
Name(s) of Signer(s)
Lynda A. Peters

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christina M. Trimeloni