2017-004897

Klamath County, Oregon

05/09/2017 01:17:00 PM

Fee: \$52.00

## Deed in Lieu of Foreclosure

Grantor: Edward B. Hempstead III

Grantee: Federal Home Loan Mortgage Corporation

Tax documents should be sent to Federal Home Loan Mortgage Corporation (the "Grantee"), 8200 Jones Branch Drive, McLean, VA 22102

After recording return to: Federal Home Loan Mortgage Corporation (the "Grantee"), 8200 Jones Branch Drive, McLean, VA 22102

Tax Account Number: R-3809-028CA-05800-000 Consideration of satisfaction of \$276,027.00

## WITNESSETH:

WHEREAS, by Deed of Trust, dated January 13, 2015 and recorded January 20, 2015, as Document 2015-000476 with the official records of Klamath County, Oregon (the "Deed of Trust"), with a Trustee of AmeriTitle, and with a Beneficiary/Grantee of Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for M&T Bank as assigned to M&T Bank by assignment to be recorded concurrently herewith; and

WHEREAS, the said Deed of Trust is secured by a Note, dated January 13, 2015, in the original principal amount of \$286,735.00, held by the GRANTEE, which is secured by the property hereinafter described, and

WHEREAS, a default has occurred under the Note and Deed of Trust and the Grantee in lieu of exercising any and all rights and remedies set forth under the Deed of Trust and Note consents to accept the return of the property secured under the Deed of Trust, and

WHEREAS, the GRANTOR and GRANTEE agree that no consideration, in the form of money or anything of value, has passed from the GRANTEE to the GRANTOR in return for the execution of the within Deed of Assignment in Lieu of Foreclosure, the indebtedness set forth in the Note and secured by the Deed of Trust remaining outstanding in the current principal of \$276,027.00, this Deed in Lieu of Foreclosure being accepted by the beneficiary of the aforesaid



Deed of Trust in lieu of any monetary payments and the exercise of rights of remedies, including foreclosure provided for in the aforesaid Deed of Trust and Note.

**NOW, THEREFORE, WITNESSETH**, that in consideration of satisfaction of \$276,027.00 of the principal due upon the Note, the mutual agreements and understandings set forth herein the receipt and legal sufficiency of which is hereby acknowledge by both parties, GRANTOR does grant and assign unto GRANTEE, its successors and assigns, as Sole Tenant, the following property described real property, situated in Klamath County, State of Oregon, described as follows, to-wit:

Lot 11 in Block 44 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.

Tax Parcel NumberAccount Number: R-3809-028CA-05800-000R305743 This property is known as: 2020 Earle St., Klamath Falls, OR 97601

Together with all the ways, easements, rights, improvements, privileges and appurtenances to the same belonging or in any wise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the said GRANTOR, of, in, to, or out of the land and premises.

IT BEING the intention of the parties that the aforementioned mortgage shall not merge into the fee interest conveyed hereby, but that such mortgage shall remain as a good and valid mortgage, separate and apart from any other interest of the party of the second part in the fee.

The GRANTOR (i) warrants specially title to the property hereby conveyed, (ii) covenants that GRANTOR has the right to convey the aforesaid property unto the GRANTEE, (iii) covenants that GRANTOR will execute such further assurances of the land and premises as may be requisite and (iv) covenants that the GRANTEE shall quietly enjoy the property conveyed.

GRANTOR hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the aforegoing conveyance, including the amount of any mortgage or deed of trust assumed by the GRANTEE, is the release of indebtedness on the Note and Deed of Trust as herein recited in the Current Principal amount of \$276,027.00, with an original principal balance of \$286,735.00.

(signature page follows)

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 31 day of Marin, 2017.

dward B. Hempstead III

STATE OF OREGON

COUNTY OF WAShington

The foregoing instrument was acknowledged before me on MWCh 31, 2017 (date) by Edward B Hempstead III. (name(s) of person(s))

Notary Public

Print Name: Swah M Pratt

My Commission Expires:

03/20/2021

OFFICIAL STAMP
SARAH MERCEDES PRATT
NOTARY PUBLIC – OREGON
COMMISSION NO. 960466
MY COMMISSION EXPIRES MARCH 20. 2021