

2017-005518

Klamath County, Oregon



00203958201700055180040040

05/19/2017 10:01:02 AM

Fee: \$57.00

Neil E. Davis
1256 Horton Street
dairy, OR 97625
Grantor

William L. Hayes, as Trustee of the
William L. Hayes Revocable Living Trust
P.O. Box 216
Bells Vista, CA 96008
Grantee

After Recording return to:
Grantee

Send Tax Statements to:
Grantee

ESTOPPEL DEED (Nonmerger)

NEIL E. DAVIS, (Grantor), conveys to William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, (Grantee), the following real property (the "property"), together with all Grantor's right, title, and interest in any land sale contract, trust deed or lease option agreement involving the property. Grantor is the owner of the property free and clear of all encumbrances.

Grantor executed and delivered to William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, a Trust Deed dated May 15, 2015 and recorded on May 22, 2015 in the mortgage records of Klamath County, State of Oregon, in Volume 2015, at page 005228 of the Microfilm Records of Klamath County, Oregon thereof, to secure payment of a Promissory Note in the sum of \$11,900.00. The Note and Trust Deed are in default and said Trust Deed is subject to immediate foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this deed) and waiver of the right to collect against Grantor on the Note, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the property to Grantee and this Deed is not intended as security of any kind. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the property and the foreclosure of the Trust Deed. That in executing this deed, Grantor, is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by Grantee, or Grantee's representatives, agents or attorneys. Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate to or attach to the property.

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

Grantor does hereby grant, bargain, sell and convey unto Grantee, her heirs, successors and assigns, all the following described real property situate in Klamath County, State of Oregon, to wit:

LOT 58 in BLOCK 45 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, Plat No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA),

Scott MacArthur
Returned at Counter

Before me: De L. J.
Notary Public for Oregon
My Commissioner Expires: 10/12/19

AFFIDAVIT AND ESTOPPEL CERTIFICATE

(Deed in Lieu of Foreclosure)

State of Oregon, County of Klamath: ss:

I, Neil E. Davis, being first duly sworn, depose and say that:

- (1) I am the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, (herein "the Grantee") dated May 18, 2017, recorded on May 19, 2017 as Recording Reference 2017 - 005518, records of the below referenced county in Oregon, conveying the following described property (herein "the Property"), to wit:

LOT 58 in BLOCK 45 of KLAMATH FALLS FOREST ESTATE, HIGHWAY 66 UNIT, Plat No, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

- (2) I make this Affidavit for and on behalf of Grantor pursuant to appropriate resolution that duly authorized the Deed.
- (3) The Deed is intended to be and is an absolute conveyance of the title to the Property to William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed (herein "the Trust Deed") dated May 15, 2015, recorded on May 22, 2015 as Recording Reference 2015 at Page 005228, records of above referenced county in Oregon. At the time of making the Deed, Grantor was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value for the Property.
- (4) This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.
- (5) That In the execution and delivery of the Deed, affiant was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress.
- (6) That the aforesaid deed was not given as a preference against any other creditor; that at the time it was given there was no other person or persons, firms or corporations, other than William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, who have an interest, either directly or indirectly, in said premise; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.
- (7) That I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have had against William L. Hayes, as Trustee of the William L. Hayes Revocable Living Trust, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants and/or shareholders.

- (8) The undersigned affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the facts and representations contained in this Affidavit and Estoppel Certificate.
- (9) The undersigned affiant has executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.

Neil E. Davis
Neil E. Davis

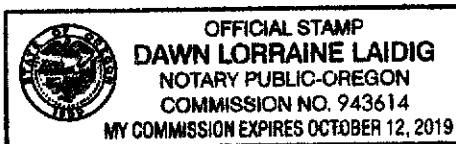
STATE OF OREGON

)
) ss.

County of Klamath

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by Neil E. Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same voluntarily.

(SEAL)



Before me: [Signature]
Notary Public for Oregon 10/12/19
My Commissioner Expires: _____