

2017-007763

Klamath County, Oregon

07/12/2017 02:26:00 PM

Fee: \$57.00

After recording return to:  
New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing  
15 S. Main Street, Suite 600  
Greenville, SC 29601

Until a change is requested all tax statements  
Shall be sent to the following address:  
New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing  
15 S. Main Street, Suite 600  
Greenville, SC 29601

100050996

SPACE ABOVE LINE FOR RECORDER'S USE

### TRUSTEE'S DEED

T.S. No.: 040167-OR      Loan No.: \*\*\*\*\*1116  
THIS INDENTURE, made 7/6/2017, between CLEAR RECON CORP.  
hereinafter called trustee, and MTGLQ INVESTORS, L.P., hereinafter called the second party:

#### WITNESSETH:

RECITALS: BRADLEY DUDLEY AND MARNEY DUDLEY AS TENANTS BY THE ENTIRETY, as grantor, executed and delivered to FIRST AMERICAN TITLE, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR GATEWAY BUSINESS BANK, DBA MISSION HILLS MORTGAGE BANKERS ITS SUCCESSORS AND ASSIGNS, as beneficiary, a certain Trust Deed dated 10/22/2007, duly recorded on 10/24/2007, as Instrument No. 2007-018363,, in the mortgage records of Klamath County, Oregon.

In said Trust Deed the real property therein and hereinafter described was conveyed by said grantor to said trustee to secure, among other things, the performance of certain obligations of the grantor to the said beneficiary. The said grantor thereafter defaulted in his performance of the obligations secured by said Trust Deed as stated in the Notice of Default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said Trust Deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing; a Notice of Default, containing an election to sell the said real property and to foreclose said Trust Deed by advertisement and sale to satisfy grantor's said obligations was recorded in the mortgage records of said county on 2/22/2017 as Instrument No 2017-001885 in book/reel/volume . at page thereof, to which reference now is made.

After the recording of said Notice of Default, as aforesaid, CLEAR RECON CORP. the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by the trustee and as required by law. Copies of the Trustee's Notice of Sale were served pursuant to ORCP 7D(2) and 7D(3) or mailed by both first class and certified mail with return receipt requested, to the last-known address of the persons or their legal representatives, if any, named in ORS 86.76, at least 120 days before the date the property was sold, and a copy of the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt requested, to the last-known address of the guardian, conservator or administrator or executor of any person named in ORS 86.76440(1), promptly after the trustee received knowledge of the disability, insanity or death of any such person. Copies of Tthe Notice of Sale werewas served in accordance with ORS 86.774(1) upon the occupants of the property described in the trust deed at least 120 days before the date the property was sold.

## TRUSTEE'S DEED

T.S. No.: 040167-OR  
Loan No.: \*\*\*\*\*1116

If the foreclosure proceedings were stayed and released from the stay, copies of an Amended Notice of Sale in the form required by ORS 86.782(12) were mailed by registered or certified mail to the last known address of those persons listed in ORS 86.764 and 86.774(1) and to the address provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. Further, the trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred more than twenty days prior to the date of such sale. The mailing, service and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of said county, said affidavits and proofs, together with the said Notice of Default and election to sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed as fully as if act out herein verbatim. The undersigned trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as having or claiming a lien on-or interest in said described real property, entitled to notice pursuant to ORS 86.764(2)(b) or (2)(c).

Pursuant to said Notice of Sale, the undersigned trustee on 7/6/2017, at the hour of 10:00 AM, of said day, in accord with the standard of time established by ORS 187.110, the place so fixed for sale, as aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers conferred upon the trustee by said Trust Deed, sold said real property in one parcel at public auction to the said second party for the sum of \$215,000.00, the second party being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property. The true and actual consideration paid for this transfer is the sum of \$215,000.00.

NOW THEREFORE, in consideration of the said sum so paid by the second party in cash, the receipt whereof is acknowledged, and by the authority vested in said trustee by the laws of the state of Oregon and by said Trust Deed, the trustee does hereby convey unto the second party all interest which the grantor had or had the power to convey at the time of the grantor's execution of said Trust Deed, together with any interest the said grantor or his successors in interest acquired after the execution of said deed in and to the following described real property, to-wit:

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the SE 1/4 SW 1/4 of Section 5 and the N 1/2 NW 1/4 of Section 8, Township 38 South, Range 11 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point from which the Northwest corner of said Section 8 bears South 77° 50' 31" West, a distance of 1486.15 feet; thence North 56° 50' 40" East, a distance of 60 feet; thence South 86° 14' 55" East a distance of 250.68 feet; thence South 40° 53' 59" East a distance of 448.75 feet; thence South 01° 43' 39" East a distance of 935.16 feet; thence West a distance of 792.22 feet; thence North 01° 31' 46" West a distance of 103.00 feet; thence North 01° 52' 19" West a distance of 383.82 feet; thence North 18° 04' 00" East a distance of 468.59 feet; thence North 03° 24' 46" West a distance of 178.59 feet; thence North 18° 55' 02" East a distance of 155.58 feet to the point of beginning, with bearing based on Survey No. 920 as recorded in the office of the County Surveyor.

TOGETHER WITH the following parcels:

A 60 foot wide easement for ingress and egress described as follows: Beginning at a point from which the Northwest corner of Section 8 bears South 77° 50' 31" West a distance of 1486.15 feet; thence North 56° 50' 40" East a distance of 60.00 feet; thence North 33° 09' 20" West a distance of 611.42 feet to the Southerly right of way line of State Highway No. 140; thence South 51° 50' 40" West along said right of way a distance 60.23 feet; thence South 33° 09' 20" East a distance of 605.17 feet to the point of beginning.

AND

A strip of land being a portion of Parcel 1 of "Land Partition 55-00", situated in the SW 1/4 of Section 5, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Southeasterly right of way line of Highway 140; from which the Southwest corner of said Section 5 bears South 51° 50' 40" West 30.00 feet, North 33° 09' 20" West 40.15 feet and South 52° 08' 56" West 1422.24 feet; thence South 33° 09' 20" East, along the Northeast line of an existing 60 foot wide easement, 611.42 feet; thence North 56° 50' 40" East 30.00 feet; thence North 35° 57' 53" West 612.16 feet to the point of beginning, with bearings based on record of Survey 7076 on file at the office of the Klamath County Surveyor.

AND

A 10 foot wide strip of land being a portion of Parcel 2 of "Land Partition 55-00", situated in the SW 1/4 of Section 5, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the boundary of that tract of land described in Deed Volume M80, page 1063 (Parcel 2 of Major Land Partition 79-152), from which the Southwest corner of said Section 5 bears South 77° 55' 31" West 1486.15 feet; thence South 18° 55' West, along the said boundary, 155.58 feet; thence, leaving said boundary, North 71° 05' West, 10.0 feet; thence North 18° 55' East 155.58 feet; thence South 71° 05' East 10.00 feet to the point of beginning, with bearing based on record of Survey 7076 on file at the office of the Klamath County Surveyor.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word "grantor" includes any successor-in-interest to the grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed; the word "trustee" includes any successor trustee, the word "beneficiary" includes any successor-in-interest of the beneficiary first named above, and the word "person" includes corporation and any other legal or commercial entity.

IN WITNESS WHEREOF, the undersigned trustee has executed this instrument; any signature on behalf of a business or other entity is made with the authority of that entity.

THIS INSTRUMENT WILL 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 APPROVED USES.

Date: JUL 10 2017

CLEAR RECON CORP

TAMMY LAIRD  
FORECLOSURE MANAGER

This instrument is being recorded as an  
ACCOMMODATION ONLY, with no  
Representation as to its effect upon title

PURSUANT TO CAL. 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 CA }

COUNTY OF SAN DIEGO }

On JUL 10 2017 before me, DAWN J. GROVE, a Notary Public,

personally appeared Tammy Laird, 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 Dawn J. Grove (seal)  
Notary Public

My Commission Expires: 09/18/2020

