

2017-014013

Klamath County, Oregon

Recordation Requested by:

ASPELL, HENDERSON & ASSOCIATES
122 South 5th Street
Klamath Falls, OR 97601



00214405201700140130030030

12/08/2017 03:12:53 PM

Fee: \$52.00

After Recording Return to:

MICHAEL LONG, INC.
P.O. Box 1148
Sherwood, OR 97140

Send Tax Statements to:

MICHAEL LONG, INC.
P.O. Box 1148
Sherwood, OR 97140

ESTOPPEL DEED IN LIEU OF FORECLOSURE

I, Judy L. Gaines, Claiming Successor of the Estate of John Bethany, Klamath Circuit Court Case No. 17PB06093, "Grantor," conveys to MICHAEL E. LONG, INC., "Grantee," the following real property:

Lot 16, Block 9, Klamath Forest Estates

John Bethany, executed and delivered to Grantee, Michael E. Long, Inc., a deed of trust recorded June 10, 2013 at 2013-006469, Klamath County mortgage records, to secure payment of a note in the sum of \$18,000.00. Said note and trust deed are in default and the trust deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure, Grantee may retain all payments previously made on the Note, with no duty to account therefor.

The true consideration for this conveyance is Grantee's forbearance of foreclosure against Grantor. Grantee shall not seek to collect any deficiency resulting from the promissory note on which the trust deed described above is secured.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to said 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 which Grantor may have in connection with the Property and the Trust Deed. The Grantor and Grantor's heirs, successors, and assigns shall be forever estopped from asserting that Grantor had, on the date of the Trust Deed, an estate or interest in the Property less than a fee simple interest in the whole of the Property and this Deed shall pass any and all after-acquired title.

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, as amended, 42 U.S.C. Section 9601, *et seq* ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantor agrees to indemnify and hold Grantee harmless against any and all

claims and losses resulting from a breach of this warranty. This indemnity shall survive recording of this Deed and further transfers of the Property.

Grantor has read and fully understands the above terms and is not acting under misapprehensions as to the effect of this Deed, nor under any duress, undue influence or misrepresentations of Grantee, its agents, attorneys or any other person.

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

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 28th day of November, 2017.

Judy L. Gaines
JUDY L. GAINES, Claiming Successor
of the Estate of John Boyd Bethany

STATE OF CALIFORNIA)
) ss.
County of Madera)

This instrument was acknowledged before me on this 28 day of November, 2017, by Judy L. Gaines, Claiming Successor of the Estate of John Boyd Bethany



Teri Haggard
NOTARY PUBLIC FOR ~~OREGON~~ California
My Commission Expires: Nov. 12, 2019

**CALIFORNIA
JURAT CERTIFICATE**

State of California

County of Madera

Subscribed and sworn to (or affirmed) before me this 28 day of November, 2017 by
Judy L. Gaines, proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Teri Haggard
Signature of Notary Public



OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording of substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documents.

DESCRIPTION OF ATTACHED DOCUMENT

Estoppel Deed in Lieu of Foreclosure

(Title of document)

Number of Pages 3 (including jurat)

Document Date 11/28/17

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

X Individual

____ Corporate Officer

____ Partner

____ Attorney-In-Fact

____ Trustee

____ Other:

Claiming Successor