

2018-002698

Klamath County, Oregon

03/12/2018 03:38:01 PM

Fee: \$87.00

MTC 219137AM

After Recording Return To:
VANTAGE POINT TITLE, INC
25400 US Highway 19 North, Suite 135
Clearwater, Florida 33763

RECORDING COVER SHEET

PER ORS 205.234

This coversheet has been prepared by the person
Presenting the attached instrument for recording.
Any errors in this cover sheet DOES NOT affect the
Transaction(s) contained in the instrument itself.

Title of Document: DEED IN LIEU OF FORECLOSURE

Date of Document: February 26th, 2018

Grantor(s): John Leahy

Grantor(s) Mailing Address: 1730 Gunbarrell Road, Chattanooga, TN 37421

Trustee(s): Amerititle, Inc.

Trustee(s) Mailing Address: 300 Klamath Falls, OR 97601

Grantee(s): Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, Not Individually
But as Trustee for Hilldale Trust

Grantee(s) Mailing Address: 440 S. LaSalle Street, Suite 2000, Chicago, IL 60605

True and Actual Consideration Paid / Loan Amount: \$72,195.17

Until a change is requested, all tax statements shall be sent to the following address: 440 S.
LaSalle Street, Suite 2000, Chicago, IL 60605

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID #: R-4110-001CC-01800-000

87 HUT

Return To After Recording:

Vantage Point Title, Inc.
Attn: Default Services
25400 US 19 North, Suite 135
Clearwater, FL 33763

Reference Number: D-OR461018

Mail Tax Statements To:

Wilmington Savings Fund Society, FSB, d/b/a Christiana
Trust, not individually but as trustee for Hilldale Trust
440 S. LaSalle St. Suite 2000
Chicago, IL 60605

Consideration Amount: \$72,195.17

Amount Still Owing: \$72,195.17

This document prepared by:

Require Real Estate Solutions, LLC
5029 Corporate Woods Drive, Suite 225
Virginia Beach, VA 23462

Tax ID No.: R-4110-001CC-01800-000

DEED IN LIEU OF FORECLOSURE

This deed is subject to the terms of an Estoppel Affidavit recorded herein as Exhibit "B, and Deed in Lieu of Foreclosure Agreement, both effective this 26th day of February, 2018.

STATE OF Tennessee
COUNTY OF Hamilton

THIS INDENTURE made and entered into on this 26th day of February, 2018, by and between **JOHN LEAHY**, of 1730 Gunnbarel Road, Chattanooga, TN 37421, hereinafter referred to as Grantor(s) and **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR HILLDALE TRUST**, located at 440 S. LaSalle St. Suite 2000, Chicago, IL 60605, hereinafter referred to as Grantee.

Witnesseth, That consideration for this Deed is the release of liability owed by Grantor under the terms of the Promissory Note dated 7/10/2006 executed by Grantor in favor of Bank of America, N.A., and subsequently assigned to Grantee, to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto the said Grantee, their heirs and assigns all that certain land more fully described on the attached Exhibit "A":

SEE ATTACHED EXHIBIT "A"; ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "B"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

The warranties passing to the grantee hereunder are limited solely to those matters arising from acts of the Grantor, its agents or representatives, occurring solely during the period of the Grantor's ownership of the subject real estate.

Subject to that certain Mortgage/Deed of Trust from John Francis Leahy, a married person (borrower) dated 7/10/2006 and filed on 8/23/2006 as Instrument 2006-016960, of the official property records of Klamath County, Oregon in the amount of \$50,000.00 and in favor of Bank of America, N.A. (Lender). Said Mortgage/Deed of Trust is subject to a Modification Agreement recorded November 1, 2006 as Instrument 2006-021892. Said Mortgage/Deed of Trust was assigned to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Hilldale Trust by Assignment recorded September 16, 2016 as Instrument 2016-009842.

The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the mortgage/deed of trust with the fee title conveyed to the lender. It is the intention of the parties that the property shall remain subject to the liens of the mortgage/deed of trust as well as any other security interests in other collateral that lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other collateral subject only to lender's written and recorded releases as lender may, in its sole discretion, subsequently execute.

This deed is an absolute conveyance, the grantor having sold said land to the grantee for a fair and adequate consideration. Grantor declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between grantor and grantee with respect to said land.

Assessor's parcel No. R-4110-001CC-01800-000

CONDITION AGAINST MERGER: acceptance of this deed by the grantee shall not cancel the existing mortgage from the Grantor to Bank of America, N.A., nor shall acceptance result in a merger of the mortgage lien into the fee simple conveyed hereby. The existing mortgage from the Grantor(s) to the Grantee shall be cancelled only by a separate written instrument executed and recorded in the accordance with the law.

(Here comply with requirements of ORS 93.030.)

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 955, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

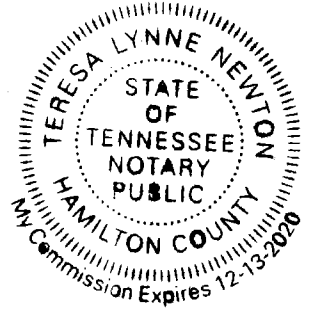
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 26th day of February, 2018.

John Leahy
John Leahy

STATE OF Tennessee
COUNTY OF Hamilton

This instrument was acknowledged before me on 26 February, 2018, by John Leahy.

Teresa Lynne Newton
NOTARY PUBLIC FOR Tennessee
MY COMMISSION EXPIRES 12-13-2020



No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.

Exhibit "A"

Lot 7, Block 15, MERRILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Exhibit "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Hamilton

Date: 26th February 2018

BEFORE ME, the undersigned notary public, personally appeared **John Leahy**, who, having been first duly sworn according to law, represent, warrant, depose and say:

1. They have personal knowledge of all matters set forth in this Affidavit.
2. They are the Owners (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in Klamath County, Oregon, legally described as follows:

See attached Exhibit "A"

Property Tax ID# R-4110-001CC-01800-000

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 329 N Madison St., Merrill, OR 97633.
4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is/are citizens of the United States of America, whose Social Security Numbers are on file in the with the issuing agent.
5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

TENANT DATE OF LEASE

None

6. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any

personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed in or on the Property as of this date.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of Klamath County, Oregon or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. The Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of Oregon. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

14. All utilities necessary for the use for the Property set forth above are in place.

15. That the following judgments or liens recorded in Klamath, State of Oregon, which Owner has examined, are not against the Owner but are against other persons or entities of a similar name:

16. NONE

17. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.

18. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.

19. That Owner's marital status is:

☐ Married ☒ Single
☐ Married ☐ Single

20. If married, Owners have been married to each other and have been so married continuously since _____ without ever having been married to any other person now living.

21. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

22. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

23. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.

24. This Affidavit is made (1) to induce **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Hildale Trust**, (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, and (2) to induce **Vantage Point Title, Inc.** to issue an Owner's policy of title insurance to the Grantee.

25. The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

26. That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.

27. That the aforesaid deed of conveyance was made by Owner as the result of their request that the Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantors in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.

28. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

29. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

30. Owner agrees to indemnify and hold Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance not to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording the instrument described in said Commitment.

NOTICE TO VACATE

31. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, Owner will vacate and turn over possession of the Property to the Grantee upon demand, must be in broom swept condition, free and clear of personal property, on or before 2/22/18. Any personal property remaining in the property after execution of this estoppel will be considered abandoned. Grantee shall not be liable or responsible for storage or disposition of the abandoned personal property and may dispose of personal property without liability.

32. Failure to vacate the premises as required may not only delay the Deed in Lieu process and/or render the Deed in Lieu Agreement null and void, but may also cause Lender to contact local authorities to remove Owner from the property.

33. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

FURTHER AFFIANTS SAYETH NOT.

John Leahy
John Leahy

STATE OF Tennessee
COUNTY OF Hamilton

Subscribed and sworn to before me this 26th day of February 2018.

Teresa Lynne Newton
Notary Public
My Commission Expires: 12-13-2020



Exhibit "A"

Lot 7, Block 15, MERRILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.