

APR 21 2018 AM

2018-004748

Klamath County, Oregon

04/19/2018 03:14:01 PM

Fee: \$72.00

RECORDING REQUESTED BY:

First American Mortgage Solutions

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

Federal National Mortgage Association
c/o Financial Freedom, a division of CIT
Bank, N.A.
2900 ESPERANZA CROSSING
AUSTIN, TX 78758

Case No. OR05000168-17-1DIL

APN R-3809-032AB-11700- 000

Title Order No. 8724226

Grantor: Jerry A. Maddox and Ramona F. Maddox, as Tenants by the Entirety
Grantee: Federal National Mortgage Association
Commonly Known As: 230 N 6th Street, Klamath Falls, OR 97601
Tax Parcel No.: R-3809-032AB-11700- 000

The true consideration for this conveyance is \$0.00 plus other goods and consideration. (Here comply with the requirements of ORS 93.030)

STATUTORY WARRANTY DEED

The Grantor(s), **Jerry A. Maddox and Ramona F. Maddox, as Tenants by the Entirety**, for and in consideration of a DEED IN LIEU OF FORECLOSURE, grants, bargains, sells, conveys, and conforms to **Federal National Mortgage Association** under said Deed of Trust recorded on January 22, 2009 as Instrument No. 2009-000779 the following described real estate, situated in the County of Klamath, State of Oregon:

The Grantor(s) agrees that **Federal National Mortgage Association ("FNMA")** keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the Grantor(s)).

Lot 8 in Block 9, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 14 feet thereof. TOGETHER WITH an appurtenant easement dated July 15, 1949, recorded January 20, 1959 in Volume 309, page 9 in Deed Records of Klamath County, Oregon, "reserving however the perpetual right and easement appurtenant to said Lot 8 for the use as a driveway along said adjoining Lot 1".

Commonly known as: 230 N 6th Street, Klamath Falls, OR 97601

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

Date: 2-28-18

By: Jerry A Maddox
Jerry A Maddox

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.

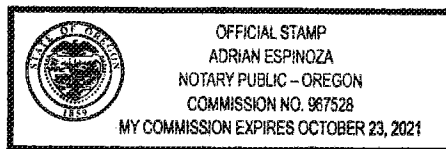
STATE OF Oregon
COUNTY OF Klamath

On Feb 28, 2018 before me Adrian Espinoza, a Notary Public in and for said county, personally appeared, Jerry A Maddox personally known to me (or 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Adrian Espinoza
Notary Public in and for said County and State



Date:

By: Ramona F Maddox

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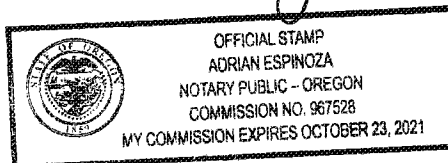
STATE OF Oregon
COUNTY OF Clatsop

On Feb. 28, 2018 before me Adrian Espinoza, a Notary Public in and for said county, personally appeared, Ramona F Maddox personally known to me (or 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.

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Grantee: Federal National Mortgage Association
Commonly Known As: 230 N 6th Street, Klamath Falls, OR 97601
Tax Parcel No.: R-3809-032AB-11700- 000

ESTOPPEL AND SOLVENCY AFFIDAVIT

State of Oregon
County of Klamath

Jerry A. Maddox and Ramona F. Maddox, as Tenants by the Entirety, ("Deponent") being first duly sworn, for themselves, deposes and says:

That "Deponent" is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to **Federal National Mortgage Association** ("Grantee") dated 2/28/18, encompassing the following described property, to wit:

Lot 8 in Block 9, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 14 feet thereof. TOGETHER WITH an appurtenant easement dated July 15, 1949, recorded January 20, 1959 in Volume 309, page 9 in Deed Records of Klamath County, Oregon, "reserving however the perpetual right and easement appurtenant to said Lot 8 for the use as a driveway along said adjoining Lot 1".

Commonly known as: 230 N 6th Street, Klamath Falls, OR 97601

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 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 proffered Deed in Lieu of Foreclosure to the Grantee named therein, together with full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Deed of Trust heretofore existing on the property therein and hereinbefore, dated January 16, 2009 and recorded on January 22, 2009 as Instrument No. 2009-000779 of the records of Klamath County, Oregon, executed by **Jerry A. Maddox and Ramona F. Maddox, as Tenants by the Entirety** as Trustor(s), to AmeriTitle as Trustee, Gateway Business Bank, dba Mission Hills Mortgage Bankers as the original Beneficiary, and the cancellation of record of said Deed of Trust.

That the aforesaid Deed and conveyance was by this Deponent 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 this Deponent considered and still considers that the indebtedness above-mentioned represented a fair value of the property so deeded; that said Deed was not given as a preference against any other creditors of the Deponent or either of them; that as of the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly, in said premises; that this Deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in

Case No: OR05000168-17-1DIL

1 of 7

Title Order No: 8724226

said Deed; that Deponent in offering to execute the aforesaid Deed to the Grantee therein, and in execution of the same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in said Deed, or the agent or attorney or any other representative of the Grantee in said Deed; that it was the intention of this Deponent as Grantor in said Deed to convey and by said deed the Deponent did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said Deed.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during neither the last twelve months nor any contract for the making of repairs or improvements on said premises.

There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the premises and all plumbing, heating, lighting, refrigerating and other equipment is fully paid for including all bills for the repair thereof.

There are no outstanding bills for utilities, unused fuel, gas, electric or sewer.

That the Deponent agrees that **Federal National Mortgage Association ("FNMA")** keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the Deponent).

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

Date: 2-28-18

By: Jerry A Maddox
By: Jerry A Maddox

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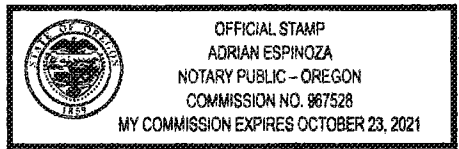
STATE OF Oregon
COUNTY OF Klamath

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I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Adrian Espinoza
Notary Public in and for said County and State



Date: 2/28/18

Ramona F. Maddox
By: Ramona F Maddox

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COUNTY OF Klamath

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Adrian Espinoza
Notary Public in and for said County and State

