

Returned at Counter

AFTER RECORDING RETURN TO:

Nathan J. Ratliff
620 Main Street
Klamath Falls OR 97601

GRANTOR'S NAME AND ADDRESS:

Katherine L. Mitchell
Joshua Thumma Villanpando
5603 Harlan Drive
Klamath Falls, OR 97603

GRANTEE'S NAME AND ADDRESS:

Mountain West Investments LLC
314 S. 7th Street, PMB #124
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO:

Mountain West Investments LLC
314 S. 7th Street, PMB #124
Klamath Falls, OR 97601

2018-005069

Klamath County, Oregon



00221265201800050690020029

04/25/2018 09:49:43 AM

Fee: \$47.00

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE between **KATHERINE L. MITCHELL** and **JOSHUA THUMMA VILLANPANDO**, hereinafter called the first party, and **MOUNTAIN WEST INVESTMENTS LLC**, a Delaware Limited Liability Company, hereinafter called the second party;

WITNESSETH:

WHEREAS, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the Records of the county hereinafter named, as Instrument No. 2016-00515 and re-recorded as Instrument No. 2016-005363, reference to which is hereby being made, and the notes and indebtedness secured by the mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$44,564.21, plus interest thereon at the rate of six percent (6%) per annum from February 25, 2017, the same being now in default and the mortgage or trust deed being now subject to immediate foreclosure; and

WHEREAS, the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the mortgage or trust deed, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party and to second party's heirs, successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, to-wit:

A portion of Lots 23 and 24 of HOMEDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Southwesterly boundary of Lot 23 of Homedale which point is North 66°33' West, 360.5 feet from the most Southerly corner of said Lot 23; thence North 66°33' West, 102.45 feet to a point; thence North 22°15' East a distance of 295.7 feet to a point on the Northerly line of Lot 24; thence South 70°37' East along the Northeasterly boundary of Lot 24 and 23 to a point 309.92 feet Northeasterly of the point of beginning; thence South 16°58 1/2' West 309.92 feet to the point of beginning.

The true and actual consideration for this conveyance is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

TO HAVE AND TO HOLD the same unto the second party and second party's heirs, successors and assigns forever.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party and second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) those of record; that the first party will warrant and

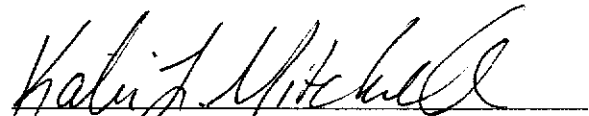
forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to the premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises hereby is surrendered and delivered to the second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party, and that at this time there is no person, partnership or corporation, other than the second party, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires the singular includes the plural, and that all grammatical changes shall be made, assumed and implied to make provisions hereof apply equally to corporations and to individuals.


IN WITNESS WHEREOF, the first party has executed this instrument.

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

04/23/18
Date: _____

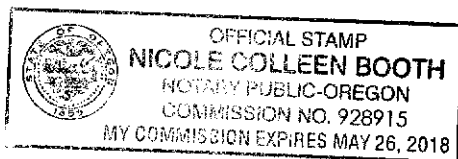

Katherine L. Mitchell

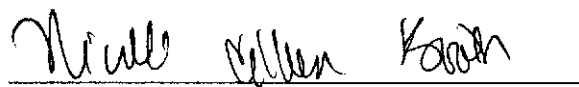
4/20/18
Date: _____


Joshua Thumma Villanpando

STATE OF OREGON; County of Klamath) ss.

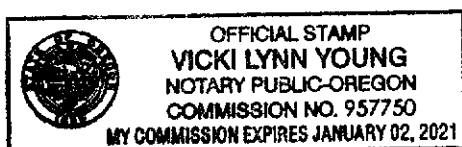
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 23rd day of April, 2018, by Katherine L. Mitchell.

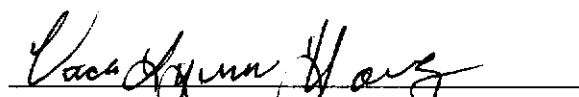



NOTARY PUBLIC FOR OREGON
My Commission expires: 5/26/2018

STATE OF OREGON; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 20 day of April, 2018, by Joshua Thumma Villanpando.




NOTARY PUBLIC FOR OREGON
My Commission expires: 1-2-2021