

2018-007087

Klamath County, Oregon



00223702201800070870090094

06/12/2018 11:07:35 AM

Fee: \$122.00

Grantor's Name and Address:

Rebecca Lynn Kirschenmann
721 Cloud Cliff Ct.
Grand Jct, Colorado 81507

Grantee's Name and Address:

U.S. Bank National Association
4801 Frederica Street
Owensboro, Kentucky 42301

After Recording Return To:

RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

**Until A Change Is Requested, All Tax Statements
Shall Be Sent To The Following Address:**

U.S. Bank National Association
4801 Frederica Street
Owensboro, Kentucky 42301

Loan No.: 7884333192

Investor No.: 7884333192

**BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE
OF MORTGAGE OR TRUST DEED**

In this instrument:

- (1) "Grantor" means: Rebecca Lynn Kirschenmann, a married woman
- (2) "Grantee" means: U.S. Bank National Association
- (3) "Property" means the real property described on the attached and incorporated Exhibit "A".
- (4) "Estoppel Affidavit" means the affidavit executed by Grantor on the attached and incorporated Exhibit "B".

Grantor is the owner of the Property.

Title of the Property is subject to encumbrances of record, including a mortgage or trust deed (herein the "Trust Deed") in favor of Grantee as follows:

Dated: September 29th, 2005

Date Recorded: September 30th, 2005

Borrower (s): Rebecca Lynn Kirschenmann (married)

Original Lender (s): U.S. Bank, N.A.

Original Beneficiary: Mortgage Electronic Registration Systems, Inc.

Original Trustee: David A. Kubat

Amount: \$119,250.00 **Book/Reel/Volume:** M05

Page: 65431

Fee/File/Instrument/Microfilm/Reception No.: N/A

County: Klamath

Property Address: Lot 4 Troubador Trail 1360, Klamath Falls, Oregon 97601

Tax ID No.: R-3709-03100-02500-000

The true and actual consideration paid for this transfer, state in terms of dollars, is \$ 64,136.21.

Loan No.: 7884333192
Investor No.: 7884333192

Grantor is unable to pay the obligations secured by the Trust Deed and has asked Grantee to accept an absolute deed of conveyance of the Property and to forebear action against Grantor on the promissory note secured by the Trust Deed.

NOW, THEREFORE, Grantor grants, bargains, sells, and conveys to Grantee and to Grantee's successors and assigns all of the Property, with the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property, including, but not limited to, all of Grantor's rights in any reserve accounts for the payment of taxes, insurance or other charges attributable to the Property, to have and to hold unto Grantee and Grantee's successors and assigns forever.

The true and actual consideration for this transfer consists of Grantee's waiver of Grantee's right to judgment against Grantor personally under the Promissory Note secured by the Trust Deed and Grantee's waiver of Grantee's right to deficiency judgment against Grantor. For purposes of ORS 93.030, the actual consideration consists of or includes other property or other value given or promised that is part or the whole consideration.

This Deed is absolute in effect and conveys to Grantee fee simple title in the property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind.

This Deed does not effect or constitute a merger of the fee ownership and the lien of the Trust Deed. The fee and the lien shall remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Trust Deed at any time as to any party with any claim, interest or lien on the property.

Grantor directs and authorizes Grantee to collect any rentals due with respect to the Property.

By acceptance of this Deed, Grantee covenants and agrees that Grantee forever shall forebear taking any action whatsoever to collect against Grantor on the promissory note secured by the Trust Deed, other than by foreclosure of the Trust Deed, and that in any proceeding to foreclose the Trust Deed, Grantee shall not seek, obtain, or permit a deficiency judgment against Grantor or against the heirs or assigns of Grantor.

Grantor acknowledges that the debt secured by the Deed Trust is in default, that the Trust Deed is subject to immediate foreclosure by Grantee, that Grantor is unable to pay or cure the defaults, and that Grantor therefore desires to avoid litigation by granting this Deed in Lieu of Foreclosure.

Grantor waives, surrenders, conveys and relinquishes any equity of redemption and any statutory right of redemption concerning the Property and the Trust Deed.

Grantor is not acting under misapprehension as to the legal effect of this Deed or under duress, undue influence or misrepresentation by Grantee, Grantee's agent, or attorney, or any other person.

Grantor acknowledges that the Trust Deed is valid, subsisting and binding and shall remain in force and effect.

Grantee does not expressly or impliedly agree to assume or to pay any debt, lien, charge or obligation that relates to or is attributable to the Property.

In construing this Deed, and where the context so requires, the singular includes the plural, and all grammatical changes shall be implied to make provisions of this instrument applicable equally to corporations and other business entities and to individuals.

Grantor releases Grantee from each claim which Grantor may have arising out of the Trust Deed or the promissory note it secures.

Loan No.: 7884333192
Investor No.: 7884333192

BEFORE SINGING 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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Grantor has executed this instrument.

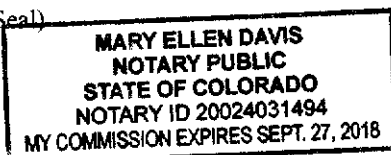
DATED: April 24, 2018
Rebecca Lynn Kirschenmann
Rebecca Lynn Kirschenmann

ACKNOWLEDGEMENT

State of Colorado §
County of Mesa §

The foregoing instrument was acknowledged before me April 24th, 2018 [date],
by Rebecca Lynn Kirschenmann
[name of person acknowledged].

(Seal)



Mary Ellen Davis Notary Signature
Mary Ellen Davis Printed Name
Notary Public, State of ~~Oregon~~ ^{US} Colorado
My Commission Expires: 9/27/2018

Loan No.: 7884333192
Investor No.: 7884333192

EXHIBIT "A"

Lot 4 of TROUBADOUR TRAIL – TRACT 1360, a resubdivision of Lots 1, 2 and 36 of Tract 1316 – PARADISE HILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Loan No.: 7884333192
Investor No.: 7884333192

EXHIBIT "B" ESTOPPEL AFFIDAVIT

State of Colorado §
County of Mesa §

THE UNDERSIGNED, Rebecca Lynn Kirschenmann, a married woman
, ("Borrower")
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on September 29th, 2005, for good and valuable consideration,
Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of
U.S. Bank, N.A.

, ("Lender"),
in the original principal amount of \$119,250.00, together with interest thereon at the rate set forth in said
instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security
Instrument") of even date therewith being recorded on September 30th, 2005, as Book M05, Page 65431, Instrument
No. N/A in the real estate records, in the Office or the Clerk and Recorder of Klamath County, Oregon.

Property more particularly described as:
SEE EXHIBIT "A" ATTACHED HERETO AND INCOPORATED HEREIN.

COMMONLY KNOWN AS: Lot 4 Troubador Trail 1360, Klamath Falls, Oregon 97601

TAX ID: R-3709-03100-02500-000

The Borrower is currently in default in the making of payments due on the Note and does not currently have the
financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain
Trust Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender
or its designee.

Loan No.: 7884333192
Investor No.: 7884333192

3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance and unconditional sale of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from AmeriTitle effective date of March 8th, 2018 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.
4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.
5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.
6. That the Deed is intended to convey a marketable title free and clear of all liens or encumbrances, that the Lender intends to have the title to and condition of said premises examined before finally accepting said Deed; the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire.
7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
8. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.
9. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their respective representatives, successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.
10. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.
11. That the undersigned upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Loan No.: 7884333192
Investor No.: 7884333192

12. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this 24 day of April, 2018.

Rebecca Lynn Kirschenmann

Rebecca Lynn Kirschenmann

-Borrower

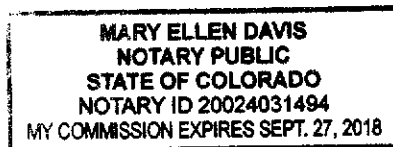
-Borrower

-Borrower

-Borrower

The foregoing was subscribed and sworn to before me in the County of Mesa, and State of Colorado, this 24th day of April, 2018 by Rebecca Lynn Kirschenmann.

(Seal)



Mary Ellen Davis

Notary Signature

Notary Public, State of Colorado

My Commission Expires: 9/27/2018

Loan No.: 7884333192
Investor No.: 7884333192

CONDITIONAL DELIVERY OF DEED
(to be attached to the Estoppel Affidavit)

It is understood and agreed by Rebecca Lynn Kirschenmann, a married woman, ("Grantor") that the Deed to U.S. Bank National Association, ("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 24 day of April, 2018.



Rebecca Lynn Kirschenmann

-Grantor

-Grantor

-Grantor

-Grantor

Loan No.: 7884333192
Investor No.: 7884333192

EXHIBIT "A"

Lot 4 of TROUBADOUR TRAIL – TRACT 1360, a resubdivision of Lots 1, 2 and 36 of Tract 1316 – PARADISE HILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.