

2018-007441

Klamath County, Oregon

06/20/2018 02:24:00 PM

Fee: \$132.00

After Recording Mail/Return To:
10385 Westmoor Drive, Suite 200
Westminster, CO 80021
Attention: Denver DIL Title

Parcel Number: **R543514**

Mail Tax Statements To: **MTGLQ Investors, L.P.**
9990 Richmond Ave., St. 400S, Houston, TX 77042

Consideration Amount: **\$1.00**

Grantor: **LOWELL LEE WEATHERFORD III** and **JILLIAN ELIZABETH WEATHERFORD,**

Grantee: **MTGLQ Investors, L.P.**

Order Number: 180228267

Parcel Number or APN: R543514

DEED IN LIEU OF FORECLOSURE

Property Address: 3197 Bristol Ave., Klamath Falls, OR 97603

KNOWN ALL MEN BY THESE PRESENTS, that **LOWELL LEE WEATHERFORD III** and **JILLIAN ELIZABETH WEATHERFORD**, a married couple, whose mailing address is **395 Waldo Ave. SE, Salem, OR 97302**, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **MTGLO Investors, L.P.**, whose tax mailing address is **9990 Richmond Ave., St. 400S, Houston, TX 77042**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **KLAMATH County, Oregon**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: **3197 Bristol Ave., Klamath Falls, OR 97603**

This being the identical property conveyed to the GRANTOR herein by Deed recorded in **Instrument Number 2006-022504**.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed. The terms, covenants, representations, and

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warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **MTGLO Investors, L.P.** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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.

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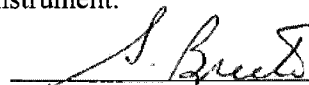
WITNESS the hand of said Grantor this 13 day of June, 2018.


**LOWELL LEE WEATHERFORD
III**


**JILLIAN ELIZABETH
WEATHERFORD**

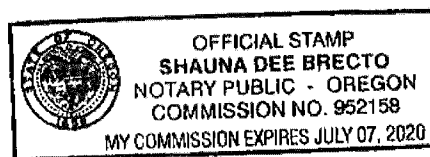
STATE OF Oregon
COUNTY OF Marion

The foregoing instrument was acknowledged before me on June 13, 2018 by **LOWELL LEE WEATHERFORD III** and **JILLIAN ELIZABETH WEATHERFORD** who are personally known to me or have produced driver licenses as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.


Notary Public

This instrument prepared by:

Jay A. Rosenberg, Esq., Member Oregon Bar, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.



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EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Oregon
COUNTY OF Marion

LOWELL LEE WEATHERFORD III and JILLIAN ELIZABETH WEATHERFORD, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **MTGLO Investors, L.P.**, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **MTGLO Investors, L.P.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **MTGLO Investors, L.P.**, therein all

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their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **MTGLO Investors, L.P.**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **MTGLO Investors, L.P.**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **MTGLO Investors, L.P.**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage(s) or deed(s) of trust referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR
DEED OF TRUST**

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **MTGLO Investors, L.P.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.

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WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL
ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR
HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

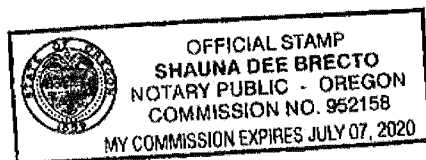
Dated: 6/13/18


**LOWELL LEE WEATHERFORD
III**


**JILLIAN ELIZABETH
WEATHERFORD**

STATE OF Oregon
COUNTY OF Marion

The foregoing instrument was acknowledged before me on June 13, 2018 by
LOWELL LEE WEATHERFORD III and **JILLIAN ELIZABETH WEATHERFORD** who
are personally known to me or have produced driver licenses as identification, and
furthermore, the aforementioned persons have acknowledged that their signatures were their free
and voluntary act for the purposes set forth in this instrument.




Notary Public

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GRANTOR(S) AFFIDAVIT

State of Oregon }
County of Marion }

LOWELL LEE WEATHERFORD III and JILLIAN ELIZABETH WEATHERFORD,
named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one
for the other, deposes and says:

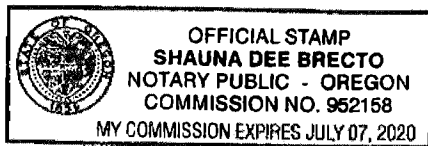
That he or she has read the attached deed and knows the contents thereof, and that every statement
contained in the terms, warranties and covenants therein set forth is true of his or her own
knowledge.

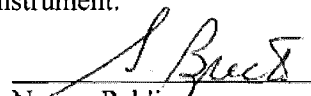

**LOWELL LEE WEATHERFORD
III**


**JILLIAN ELIZABETH
WEATHERFORD**

STATE OF Oregon
COUNTY OF Marion

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LOWELL LEE WEATHERFORD III and **JILLIAN ELIZABETH WEATHERFORD** who
are personally known to me or have produced Driver Licenses as identification, and
furthermore, the aforementioned persons have acknowledged that their signatures were their free
and voluntary act for the purposes set forth in this instrument.




Notary Public

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EXHIBIT A
(LEGAL DESCRIPTION)

THE EAST 100.25 FEET OF LOT 9, BLOCK 5, THIRD ADDITION TO ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL: R543514

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EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS, INC.", AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.,

Trustee: AMERITITLE

Mortgagor: LOWELL LEE WEATHERFORD III AND JILLIAN ELIZABETH WEATHERFORD, TENANTS BY ENTIRETY

Dated: 01/25/2007

Recorded: 01/31/2007

Reference: INSTRUMENT NO 2007-001713

Amount: \$120,800.00

Open Ended: NO

A ASSIGNMENT

ASSIGNOR: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.,

ASSIGNEE: FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA

Dated: 02/05/2014

Recorded: 03/10/2014

Reference: INSTRUMENT NO 2014-002010

B ASSIGNMENT

ASSIGNOR: FEDERAL NATIONAL MORTGAGE ASSOCIATION, BY NATIONWIDE CLEARING, INC., ITS ATTORNEY IN FACT

ASSIGNEE: MTGLQ INVESTORS, L.P.,

Dated: 03/06/2018

Recorded: 03/06/2018

Reference: INSTRUMENT NO 2018-002483

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