

2018-009279

Klamath County, Oregon

RETURN TO: Brandsness, Brandsness & Rudd, P.C. 411 Pine Street Klamath Falls, OR 97601	TAX STATEMENT TO Cal-Ore Seed, Inc. 19548 Yosemite Blvd. Waterford, CA 95386
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08/06/2018 02:30:59 PM

Fee: \$92.00

Grantor:  
John and Meachell Girtman  
P. O. Box 178  
Midland, OR 97634

Grantee:  
California Oregon Seed, Inc.  
19545 Yosemite Blvd.  
Waterford, CA 95386

**DEED IN LIEU OF FORECLOSURE - NO MERGER**

THIS INDENTURE between John Girtman and Meachell Girtman, hereinafter called Grantor, and California Oregon Seed, Inc., a California corporation, hereinafter called Grantee:

Grantor conveys and warrants to Grantee the following described real property situated in Klamath County, Oregon:

Parcel 1: Lots 1 through 7, inclusive, Block 1, MIDLAND SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel 2: Lots 8 through 13, inclusive, Block 1, MIDLAND SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Grantor covenants that:

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

Grantor is the owner of the premises. The property is encumbered by a trust deed wherein Grantee is Beneficiary dated June 14, 2005 and recorded on June 20, 2005, at Volume M05, Page 46071 of the official records of Klamath County, Oregon. The trust deed is in default.

This deed does not effect a merger of the fee ownership and the lien of the trust deed described above. The fee and lien shall hereafter remain separate and distinct.

The consideration of this transfer is the forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or a deficiency judgment against Grantor and the waiver of the Grantee's right to collect costs, disbursements and attorney's fees, as well as any deficiency balance due from the Grantor.

By acceptance of this deed, Grantee covenants and agrees that Grantee shall forever forbear taking any action whatsoever to collect against Grantor on the promissory note given to secure the trust deed described above, other than by foreclosure of that 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 Grantor's heirs or assigns, such rights and remedies being waived.

Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantor surrenders possession of the real property to Grantee.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agent or attorney, or any other person.

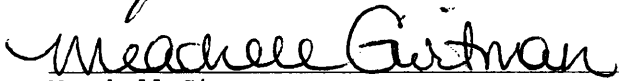
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 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 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

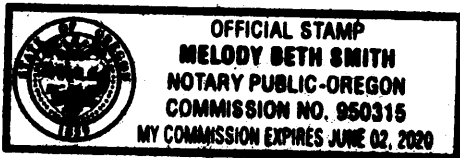
DATED this 8 day of June, 2018.

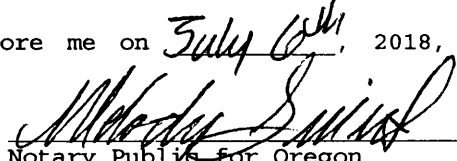
  
John Girtman

  
Meachell Girtman

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on July 6th, 2018, by John Girtman.

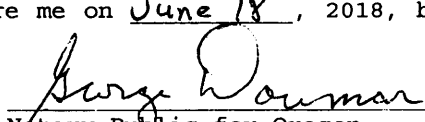


  
Notary Public for Oregon

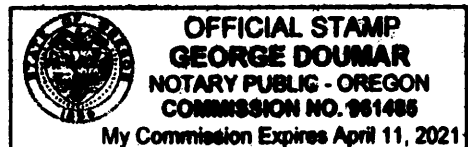
My Commission expires: 06-02-2020

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on June 18, 2018, by Meachell Girtman. x

  
Notary Public for Oregon

My Commission expires: April 11, 2021



Company or Agent: AmeriTitle  
Order No. \_\_\_\_\_

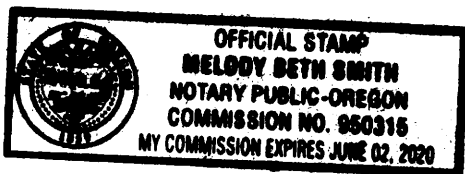
**AFFIDAVIT AND ESTOPPEL CERTIFICATE**  
(Deed in Lieu of Foreclosure)

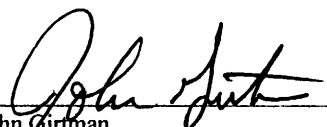

State of Oregon, County of Klamath:

We, John Girtman and Meachell Girtman, being first duly sworn, depose and say that:

- (1) We are the grantor (herein "Grantor") that made, executed, and delivered that certain deed-in-lieu of foreclosure (herein "the Deed") to California Oregon Seed, Inc., a California corporation, (herein "the Grantee") dated \_\_\_\_\_, 2018, recorded on \_\_\_\_\_, 2018, as Recording Reference No. \_\_\_\_\_, records of the below referenced county in Oregon, conveying the following described property (herein "the Property"), to wit:
  - a. Parcel 1: Lots 1 through 7, inclusive, Block 1, MIDLAND SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
  - b. Parcel 2: Lots 8 through 13, inclusive, Block 1, MIDLAND SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
- (2) The Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It was the intention of Grantor in said deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquished to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under coercion or duress. The consideration for the Deed was and is forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed (herein "the Trust Deed") dated June 14, 2005, recorded on June 20, 2005 as Recording Reference M05, Page 46071, records of above referenced county in Oregon. At the time of making the Deed, Grantor was in default of the terms and provisions of the Trust Deed. At the time of making the Deed, Grantor believed, and now believe, that the aforesaid consideration represents fair value for the Property.
- (3) This Affidavit and Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Affidavit and Estoppel Certificate.
- (4) The undersigned affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the facts and representations contained in this Affidavit and Estoppel Certificate.
- (5) The undersigned affiants have executed this Affidavit and Estoppel Certificate as an individual, and also for and on behalf of the Grantor.

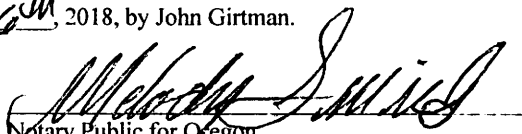
DATED this 18 day of June, 2018.



  
John Girtman  
  
Meachell Girtman

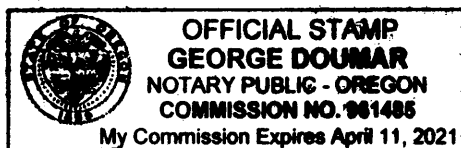
STATE OF OREGON, County of Klamath ) ss.


This instrument was acknowledged before me on July 6<sup>th</sup>, 2018, by John Girtman.

  
Notary Public for Oregon  
My Commission expires: 06-02-2020

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on June 18, 2018, by Meachell Girtman.



  
Notary Public for Oregon  
My Commission expires: April 11, 2021