

AFTER RECORDING RETURN TO:
Gary L. Blacklidge, Esq.
Williams Kastner Greene & Markley
1515 SW Fifth Avenue, Suite 600
Portland, OR 97201

2019-000669

Klamath County, Oregon

01/23/2019 11:30:01 AM

Fee: \$97.00

SEND ALL TAX STATEMENTS TO:
T Bank, National Association
16200 Dallas Parkway, Suite 190
Dallas, TX 75248

NON-MERGER DEED IN LIEU OF FORECLOSURE

GRANTOR: **DENNIS G. RICHARDSON, aka DENNIS GENE
RICHARDSON and PATRICIA M. RICHARDSON, aka
PATRICIA MICHELE RICHARDSON** ("Grantor")

GRANTEE: **T BANK, NATIONAL ASSOCIATION, a national banking
association** ("Grantee")

TRUE AND ACTUAL CONSIDERATION: Other value.

Grantor conveys to Grantee all of the Grantor's right, title and interest in and to that certain real property, being more particularly described as follows:

Lot 14, Tract 1242, PLUM VALLEY, according to the official plat thereof on file in the Office of the County Clerk, Klamath County, Oregon, (the "Property").

This deed is absolute in effect and conveys fee simple title to the Property to Grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantee shall not be deemed to have accepted this deed until Grantee causes this deed to be recorded. Grantee shall be entitled to immediate possession of the Property upon acceptance of this deed.

This deed does not constitute a merger of the fee simple title of the Property and the lien of that certain trust deed recorded December 19, 2016, as Document No. 2016-013495, and re-recorded August 28, 2018, as Document No. 2018-010352 in the Records of Klamath County, Oregon (the "Deed of Trust"). The fee simple title and the lien of the Deed of Trust shall hereafter remain separate and distinct until Grantee merges those interests with a separate instrument. Grantee does not assume any prior liens or obligations secured by the Property, except as may be required by applicable law.

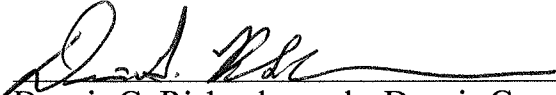
The Deed of Trust secures a promissory note dated December 16, 2016, made by Oregon-CV Restaurants, LLC ("the "Note"), which the Grantor has guaranteed. By recording this deed, Grantee does not release the Grantor, or any other party, from their respective guaranties or the Note. The indebtedness owing under the Note secured by the Deed of Trust is not satisfied or forgiven. Grantor's obligations under the Deed of Trust are the subject of an action pending under Case No. 1:18-cv-01620-AA, in the United States District Court for the District of Oregon, Medford Division, under which judgment is pending. Grantor reserves the right to continue with the foreclosure action in its sole discretion. In the event that the amount received by Grantee at any sheriff's sale pursuant to such judgment is not sufficient to satisfy the indebtedness remaining owing under the judgment, then Grantor shall be liable for the deficiency. In the event that no sheriff's sale is necessary, Grantee agrees to apply all proceeds of any sale of the Property by Grantee to a third party, net of brokerage commissions, payment of senior liens and customary closing costs, to reduce the indebtedness remaining.

Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption and all statutory rights of redemption in respect to the Property. Grantor acknowledges that Grantor has executed and delivered this deed voluntarily and that Grantor is not acting under any misapprehension, fraud, undue influence or duress.


BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS 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.

DATED: Jan 16, 2019.



Dennis G. Richardson, aka Dennis Gene Richardson

DATED: Jan. 16, 2019.


Patricia M. Richardson, aka Patricia Michele Richardson

STATE OF ARIZONA)
) ss.
County of La Paz)

This instrument was acknowledged before me on this 16th day of January, 2019, by Dennis G. Richardson, aka Dennis Gene Richardson, and Patricia M. Richardson, aka Patricia Michele Richardson.


Notary Public for Arizona

