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03/20/2019 10:40:48 AM

Fee: \$117.00

After recording return to:)

Thaddeus G. Pauck)

Attorney at Law)

P.O. Box 128)

Medford, OR 97501)

Until a Change is requested, all tax)

statements shall be sent to the)

following address:)

John Wencil)

230 D'Anconia)

Trail, OR 97541)

Returned at Counter

NON-MERGER DEED IN LIEU OF FORECLOSURE

This Non-Merger Deed in Lieu of Foreclosure is made, executed and entered into effective this 17 day of January, 2019, by and between DONNA HUBKEY, fka DONNA WATTERS, (hereinafter referred to as "Grantor") and JOHN WENCL (hereinafter collectively referred to as "Grantee").

Grantor claims an ownership interest in the real property and improvements located in Klamath County, Oregon described as follows:

Beginning at a point in Section 36, 656.1 feet North of point 766.1 feet West of the corner common to Townships 39 and 40 South, Ranges 7 and 8 East of the Willamette Meridian, Klamath County, Oregon; thence West, a distance of 208.7 feet to a point; thence North a distance of 104.35 feet to a point; thence East a distance of 208.7 feet to a point; thence South a distance of 104.35 feet to the point of beginning.

(Map R-3907-036DO-02200-000 and R-3907-036DO-02300-000)

(the "Subject Property").

To evidence and secure certain amounts owing by Grantor to Grantee's predecessor in interest, namely, John and Jeannine Wencil as Trustees of the Wencil Living Trust ("the Trust"), Grantor made, executed and delivered to the Trust the following loan documents:

- (a) a Promissory Note dated May 23, 2014, in the principal amount of \$35,000 (the "Note");
- (b) a Trust Deed dated May 23, 2014, recorded on June 10, 2014 in the Official Records of Klamath County, Oregon, as Document No.

2014-006155, (the "Trust Deed"), which Trust Deed covered the Subject Property and secured the Note.

Pursuant to that certain Assignment of Beneficiary's Interest In Deed of Trust and Promissory Note, recorded on January 23, 2017 in the Official Records of Klamath County, Oregon, as Document No. 2017-000667, the entire right, title and interest of the Trust in and under the Trust Deed and the Note were assigned to Grantee. Such assignment included, but was not limited to, all of the Trust's right to the money due or to become due under the Note and all rights accrued or to accrue under the Trust Deed.

Grantor and Grantee agree that the Note and Trust Deed are now in default, that Grantee is entitled to foreclose the Trust Deed, and that Grantor has no legal or equitable defenses or counterclaims to a foreclosure action. The parties desire to resolve the disputes under the Note and Trust Deed by providing for the conveyance of the Subject Property to Grantee.

WHEREFORE, IN CONSIDERATION OF Grantee's agreement to seek no further relief from Grantor under the Note or the Trust Deed, and the mutual promises set forth herein, Grantor hereby grants, conveys, transfers, and warrants to Grantee and Grantee's successors and assigns all the Grantor's right, title and interest in and to the Subject Property, and all of the improvements on the Subject Property, together with all of the tenements, hereditaments, interests, easements, permits, zoning entitlements, licenses, rights, privileges, fixtures, and appurtenances now or hereafter belonging to, located on or used in connection with the Subject Property.

Grantor, for herself, her successors and assigns, covenants to and with Grantee and Grantee's successors and assigns that Grantor is lawfully seized in fee simple of the Subject Property free and clear of all encumbrances, including but not limited to any liens which may be filed hereafter and arising out of material, supplies or labor supplied to the Subject Property prior hereto, excepting the Trust Deed and such other encumbrances of record as of the date hereof; and that Grantor will forever warrant and defend the Subject Property and every part and parcel thereof against all lawful claims and demands of all persons whomsoever, other than the liens of record. Grantor further agrees that with respect to the Subject Property, Grantee will be entitled to any relief from any automatic stay in bankruptcy and that from and after the date of this instrument Grantor will not claim the Subject Property as an asset of any bankruptcy estate.

Grantor acknowledges and agrees that the conveyance of the Subject Property to Grantee according to the terms of this Non-Merger Deed in Lieu of Foreclosure is an absolute conveyance of all of Grantor's right, title, and interest in and to the Subject Property, in fact as well as in form, and is not now intended as a mortgage, trust conveyance, deed of trust, or other security instrument of any kind, that the consideration for such conveyance is as recited herein; that Grantor has no further interest (including rights of redemption) or claims in and to the Subject Property, or to the proceeds and profits that may be derived therefrom, of any kind whatsoever; that possession of the Subject Property hereby is surrendered and delivered to Grantee; that in executing this Deed, Grantor is not acting under any misapprehension as to the effect thereof or any duress, undue influence, or misrepresentation by Grantee, or Grantee's representatives, agents or attorneys; and that at this time, there is no person, partnership, LLC or corporation other than Grantee with a security interest or lien in or on the Subject Property, directly or indirectly, in any manner

whatsoever, except for encumbrances of record. It is the express intent of Grantee and Grantor that the interest of Grantee, as owner, shall not merge with the interest of Grantee, as beneficiary, under the Trust Deed described above, so as to forfeit or in any way prejudice the rights of Grantee with respect to Grantee's liens on the Subject Property and Grantee's rights and ability to foreclose, but shall be and remain at all times separate and distinct, notwithstanding any union of said interests in Grantee at any time by purchase, termination, or otherwise; and that the lien of Grantee in the Subject Property evidenced by said Trust Deed shall be and remain at all times a valid and continuous lien upon the Subject Property and may be foreclosed by Grantee, so long as Grantee does not seek to collect any deficiency judgment or other amounts from Grantor in connection with any such foreclosure.

Upon the recording of this document, Grantor waives, surrenders, conveys and relinquishes any equity of redemption and statutory rights of redemption Grantor may now have or may have in the future concerning the Subject Property and the Trust Deed.

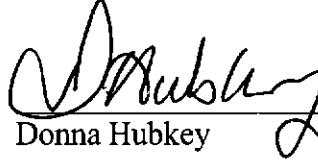
Grantor acknowledges and agrees that nothing herein will affect the rights and remedies of Grantee under the Trust Deed and understands that Grantee can proceed with a foreclosure even after this document is recorded, so long as Grantee does not seek to collect any deficiency judgment or other amounts from Grantor in connection with any such foreclosure.

ORS 93.040 Disclosure. The following disclaimer is made pursuant to ORS 93.040:

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.

WHEREFORE, Grantor has caused this Agreement to be executed effective as of the date first set forth above.

"GRANTOR"

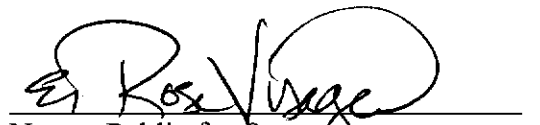

Donna Hubkey

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on this 17th day of January, 2019, by Donna Hubkey.

Before me:




Notary Public for Oregon
My commission expires: 4/10/22