

**2019-008393**

**Klamath County, Oregon**

07/25/2019 08:14:01 AM

Fee: \$102.00

WHEN RECORDED MAIL TO:  
STEWART TITLE COMPANY  
500 N. BROADWAY, SUITE 900  
ST. LOUIS, MO 63102

SEND TAX STATEMENT TO:  
WELLS FARGO BANK, N.A.  
ONE HOME CAMPUS, MAC F2303-03T  
DES MOINES, IA 50328

[Space Above This Line For Recording Data]

**DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS, that **JAMES R. DUNKIN AND DANA G. DUNKIN, HUSBAND AND WIFE** whose address is 13076 Cedar Trail, Klamath Falls, OR 97603 hereinafter called grantor, for \$396,927.13 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, N.A.** whose address is ONE HOME CAMPUS, MAC F2303-03T, DES MOINES, IA 50328 and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of KLAMATH, State of Oregon, described as follows:

**LOT 6 IN BLOCK 7 OF TRACT 1083 – CEDAR TRAILS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**PROPERTY ADDRESS: 13076 CEDAR TRAIL, KLAMATH FALLS, OR 97603**

**TAX PARCEL NO: R624257**

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.

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

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

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. See Estoppel Affidavit attached as Exhibit "A"

The true and actual consideration for this transfer consists of \$396,927.13 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage dated 02/09/2006, by JAMES R. DUNKIN AND DANA G. DUNKIN, HUSBAND AND WIFE in favor of WELLS FARGO BANK, N.A. and recorded in Volume M06, Page 04115, of the real property records of KLAMATH County, State of Oregon on 03/07/2006.

In construing this deed and where the context so requires, the singular includes 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.

**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.**

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the grantor has executed this instrument this 23<sup>rd</sup> day of July, 2019.

James R. Dunkin  
JAMES R. DUNKIN

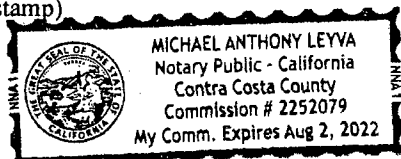
Dana G. Dunkin  
DANA G. DUNKIN

STATE OF California )  
COUNTY OF Contra Costa ) SS.

This instrument was acknowledged before me on 7/23/19 by JAMES R. DUNKIN and DANA G. DUNKIN.

Dated: 7/23/19

(seal/stamp)



Michael A. Leyva  
Notary Public  
My Appointment Expires: Aug. 2, 2022

Prepared by:  
BC LAW FIRM, P.A.  
10 SE CENTRAL PARKWAY, SUITE 325  
STUART, FL 34994

Exhibit "A"  
**ESTOPPEL AFFIDAVIT**

STATE OF California )  
COUNTY OF Contra Costa )SS.

**JAMES R. DUNKIN AND DANA G. DUNKIN, HUSBAND AND WIFE** ("Grantor"), 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 **WELLS FARGO BANK, N.A.** ("Grantee"), dated this 23rd day of July, 2019, conveying the following described property, to-wit:

**LOT 6 IN BLOCK 7 OF TRACT 1083 – CEDAR TRAILS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**PROPERTY ADDRESS: 13076 CEDAR TRAIL, KLAMATH FALLS, OR 97603**

**TAX PARCEL NO: R624257**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed affiant did convey to **WELLS FARGO BANK, N.A.** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO BANK, N.A.**

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

That aforesaid deed was not given as a preference against any other creditors of the deponent, that at the time it was given there was no other person or persons, firms or corporations, other than **JAMES R. DUNKIN AND DANA G. DUNKIN, HUSBAND AND WIFE**, and **WELLS FARGO BANK, N.A.**, who have an interest, either directly, or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is 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 affiant of the sum of **\$396,927.13** by **WELLS FARGO BANK, N.A.** and its agreement to forbear taking any action against affiant 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 affiant in such foreclosure action. The mortgage referred to herein was executed by **JAMES R. DUNKIN AND DANA G. DUNKIN, HUSBAND AND WIFE** to **WELLS FARGO BANK, N.A.**, dated 02/09/2006, recorded in Volume M06, Page 04115, of the real property records of **KLAMATH County, State of Oregon** on 03/07/2006. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore presents the fair value of the property so decided, or more.

**This affidavit is made for the protection and benefit of WELLS FARGO BANK, N.A., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.**

The affiant 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.

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

Dated: July 23, 2019.

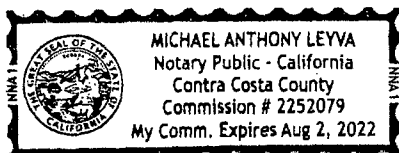
James R. Dunkin  
JAMES R. DUNKIN

Dana G. Dunkin  
DANA G. DUNKIN

STATE OF California )  
COUNTY OF Contra Costa ) SS.

Signed and sworn to (or affirmed) before me on 7/23/19 by JAMES R. DUNKIN AND DANA G. DUNKIN.

(seal/stamp)



Michael A. Leyva  
Notary Public  
My Appointment Expires: AUG. 2, 2022