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11/01/2019 11:36:29 AM

Fee: \$87.00

Returned at Counter

After recording, return to : Brandsness, Brandsness & Rudd, P.C. Attorneys at Law 411 Pine Street Klamath Falls, OR 97601
Send tax statements to: Wanda Wright 16500 Pyramid Hwy Reno, NV 89510

**Grantors:**  
James Dean and Carrie Wyatt  
13904 Meadowbrook Ct  
Klamath Falls, OR 97603

**Grantee:**  
Wanda C. Wright, Trustee of the  
Wanda C. Trust  
16500 Pyramid Hwy  
Reno, NV 89510

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

THIS INDENTURE between James Dean and Carrie Wyatt, hereinafter called Grantors, and Wanda C. Wright, Trustee of the Wanda C. Wright Trust dated June 14, 1999, hereinafter called Grantee:

Grantors convey and warrant to Grantee the real property situated in Klamath County, Oregon, described as follows:

Lot 1, Block 4, Tract 1046, ROUND LAKE ESTATES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

Grantors covenant 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.

Grantors are the owners of the premises. The property is encumbered by a trust deed to Grantee dated March 10, 2016, recorded on March 25, 2016 at 2016-003170 in the official records of Klamath County, Oregon. The property is free and clear of all other liens and encumbrances, excepting those preceding the trust deed above-referenced. 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 Grantors and forbearance of an action on the debt against Grantors or a deficiency judgment against Grantors 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 Grantors. Grantors believe the consideration to be fair value for the property.

By acceptance of this deed, Grantees covenant and agree that Grantee shall forever forbear taking any action whatsoever to collect against Grantors 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 Grantors, or Grantors' heirs or assigns, such rights and remedies being waived.

This Deed is made for the protection and benefit of the Grantee, his 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 Deed.

The undersigned affiants 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 Deed.

Grantors waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantors surrender possession of the real property to Grantee.

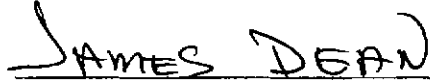
Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agent or attorney, or any other person.

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 Grantors above-named have executed this instrument.

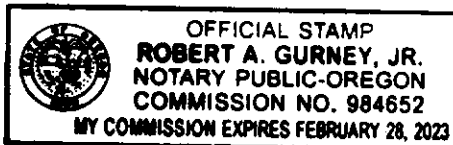
DATED this 30<sup>th</sup> day of October, 2019.

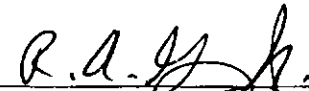
 Jackson

  
James Dean

STATE OF OREGON, County of ~~Klamath~~ ss.

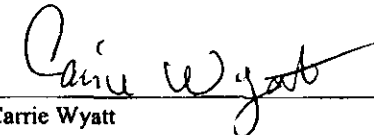
Personally appeared before me this 30<sup>th</sup> day of October, 2019 the above-named James Dean, Grantor, and acknowledged the foregoing instrument to be his voluntary act and deed.



  
Notary Public for Oregon  
My commission expires: February 28, 2023

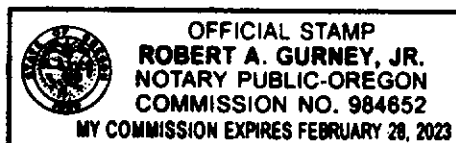
DATED this 30<sup>th</sup> day of October, 2019.

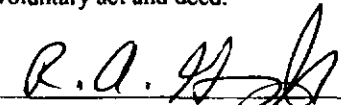
 Jackson

  
Carrie Wyatt

STATE OF OREGON, Count of ~~Klamath~~) ss.

Personally appeared before me this 30<sup>th</sup> day of October, 2019 the above-named Carrie Wyatt, Grantor, and acknowledged the foregoing instrument to be her voluntary act and deed.



  
Notary Public for Oregon  
My commission expires: February 28, 2023