

2020-000293

Klamath County, Oregon



00252724202000002930020026

01/08/2020 03:25:25 PM

Fee: \$87.00

After recording, return to :
Brandsness, Brandsness & Rudd, P.C.
Attorneys at Law
411 Pine Street
Klamath Falls, OR 97601

Send tax statements to:
Ronald P. Alberto
5927 Embry Spring Lane
Alexandria, VA 22315

Grantors:

Richard W. Batsell
9128 Andrews Circle
Klamath Falls, OR 97603

Grantee:

Ronald P. Alberto
5927 Embry Spring Lane
Alexandria, VA 22315

Returned at Counter

DEED IN LIEU OF FORECLOSURE - NO MERGER

THIS INDENTURE between Richard ^{W.}~~C.~~ Batsell, hereinafter called Grantor, and Ronald P. Alberto, hereinafter called Grantee: _{pub}

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

Lots 14 and 15 in Block 203, MILLS 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 to Grantee dated January 15, 2018, recorded on January 26, 2018 at Instrument 2018-001016 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 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. Grantor believes the consideration to be fair value for the property.

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.

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.

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 Grantors above-named have executed this instrument.

DATED this 8th day of Jan, 2020.

Richard W. Batsell
Richard W. Batsell

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me this 8th day of Jan, 2020 the above-named Richard W. Batsell, Grantor, and acknowledged the foregoing instrument to be his voluntary act and deed.

Deloris A. Collins
Notary Public for Oregon
My commission expires: Sept 17, 2020

