

2021-002927

Klamath County, Oregon

02/26/2021 04:04:02 PM

Fee: \$127.00

After Recording Return To:

Old Republic Servicing Solutions Recording Department 681 Andersen Drive, Suite 600, Foster Plaza VI Pittsburgh, Pennsylvania 15220

Tax Account Number: R-3908-031DO-02700-000

Until A Change Is Requested, All Tax Statements Shall Be Sent To The Following Address:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd Coppell, Texas 75019

Loan No.: 2142697 Investor No.: 6000279181

BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE OF MORTGAGE OR TRUST DEED

In this instrument:

(1) "Grantor" means: Marcia Solomon, as claiming successor of the Estate of Joy W. Stamm and by Marcia Ann Solomon and Michael Kevin Stamm, as Heirs of the Estate of Joy W. Stamm

(2) "Grantee" means: Federal National Mortgage Association

(3) "Property" means the real property described on the attached and incorporated Exhibit "A".

(4) "Estoppe! Affidavit" means the affidavit executed by Grantor on the attached and incorporated Exhibit "B".

Page: N/A

Grantor is the owner of the Property.

Title of the Property is subject to encumbrances of record, including a mortgage or trust deed (herein the "Trust Deed") in favor of Grantee as follows:

Dated: February 16th, 2007

Date Recorded: February 22nd, 2007
Borrower (s): Joy Stamm, a single person
Original Lender (s): Wells Fargo Bank, N.A.
Original Beneficiary: Wells Fargo Bank, N.A.
Original Trustee: Fidelity National Title Ins. Co.

Amount: \$300,240.00 Book/Reel/Volume: N/A

Fee/File/Instrument/Microfilm/Reception No.: 2007-003064

Assignment Date: N/A

Assignment Recording Date: N/A

Assignment Recording Reference: Book/Reel/Volume: N/A Page: N/A

Fee/File/Instrument/Microfilm/Reception No.: N/A

County: Klamath

Property Address: 14345 HWY 66, Klamath Falls, Oregon 97601

The true and actual consideration paid for this transfer, state in terms of dollars, is \$ 194.573.80

Grantor is unable to pay the obligations secured by the Trust Deed and has asked Grantee to accept an absolute deed of conveyance of the Property and to forebear action against Grantor on the Promissory Note secured by the Trust Deed.

NOW, THEREFORE, Grantor grants, bargains, sells, and conveys to Grantee and to Grantee's successors and assigns all of the Property, with the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property, including, but not limited to, all of Grantor's rights in any reserve accounts for the payment of taxes, insurance or other charges attributable to the Property, to have and to hold unto Grantee and Grantee's successors and assigns forever.

The true and actual consideration for this transfer consists of Grantee's waiver of Grantee's right to judgment against Grantor personally under the Promissory Note secured by the Trust Deed and Grantee's waiver of Grantee's right to deficiency judgment against Grantor. For purposes of ORS 93.030, the actual consideration consists of or includes other property or other value given or promised that is part or the whole consideration.

This Bargain and Sale Deed in Lieu of Foreclosure of Mortgage or Trust Deed ("Deed") is absolute in effect and conveys to Grantee fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind.

This Deed does not effect or constitute a merger of the fee ownership and the lien of the Trust Deed. The fee and the lien shall remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Trust Deed at any time as to any party with any claim, interest or 1ien on the Property.

Grantor directs and authorizes Grantee to collect any rentals due with respect to the Property.

By acceptance of this Deed, Grantee covenants and agrees that Grantee forever shall forebear taking any action whatsoever to collect against Grantor on the Promissory Note secured by the Trust Deed, other than by foreclosure of the 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 against the heirs or assigns of Grantor.

Grantor acknowledges that the debt secured by the Deed Trust is in default, that the Trust Deed is subject to immediate foreclosure by Grantee, that Grantor is unable to pay or cure the defaults, and that Grantor therefore desires to avoid litigation by granting this Deed.

Grantor waives, surrenders, conveys and relinquishes any equity of redemption and any statutory right of redemption concerning the Property and the Trust Deed.

Grantor is not acting under misapprehension as to the legal effect of this Deed or under duress, undue influence or misrepresentation by Grantee, Grantee's successors and assigns.

Grantor acknowledges that the Trust Deed is valid, subsisting and binding and shall remain in force and effect.

Grantee does not expressly or impliedly agree to assume or to pay any debt, lien, charge or obligation that relates to or is attributable to the Property.

Grantor releases Grantee from each claim which Grantor may have arising out of the Trust Deed or the Promissory Note it secures.

BEFORE SIGING 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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 AQUIRING 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: 1-26-2021	
Marcia Solomon	Marcia ann Solomon
Marcia Solomon, as claiming successor -Grantor of the Estate of Joy W. Stamm	Marcia Ann Solomon, Heir of the Estate of Joy W. Stamm
- Michael Kevin Stamm, Heir of the Estate Grantor of Joy W. Stamm	-Granto
GRANTOR ACK	NOWLEDGEMENT
State of Texas § County of Burnet §	
The foregoing instrument was acknowledged be by Marcia Solomon, as claiming successor of the Estate Estate of Joy W. Stamm and Michael Kevin Stamm, Heisename of person acknowledged]. (Seal)	of Joy W. Stamm and Marcia Ann Solomon, Heir of the
PATRICK WILLIAMS Notary ID #132685085 My Commission Expires September 18, 2024	Notary Signature Patrick Williams Printed Name Notary Public, State of Oregon Texas My Commission Expires: 9-18-2024

BEFORE SIGING 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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 AQUIRING 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: 01. 26- 2024	
Marcia Solomon, as claiming successor of the Estate of Joy W. Stamm	Marcia Ann Solomon, Heir of the Estate of Joy W. Stamm
Michael Kevin Stamm, Heir of the Estate -Grantor of Joy W. Stamm	-Granton
GRANTOR ACK	NOWLEDGEMENT
State of Texas § County of Taylor §	
County of Taylor §	
The foregoing instrument was acknowledged be	of Joy W: Stamm and Marcia Ann Solomon, Heir of the 2
Estate of Joy W. Stamm and Michael Kevin Stamm, Heir [name of person acknowledged].	r of the Estate of Joy W. Stamm
(Seal)	Notary Signature
NANCY E. MARTINEZ Notary Public, State of Texas	Mancy & Martiner Printed Name
OF Comm. Expires 01-27-2021 Notary ID 8235705	Notary Public, State of Oregon, TX My Commission Expires: Open 27, 2021

Loan No.: 2142697

Investor No.: 6000279181

EXHIBIT "A"

Lot 10, Block 2 of TRACT NO. 1121, FIRST ADDITION TO KENO HILLSIDE ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXHIBIT "B" ESTOPPEL AFFIDAVIT

Marcia Solomon, as claiming successor of the Estate of Joy W. Stamm and by Marcia Ann Solomon and Michael Kevin Stamm, as Heirs of the Estate of Joy W. Stamm

Affiant, ("Grantor") after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on February 16th, 2007 , for good and valuable consideration, Joy Stamm, a single person ("Trustor") duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of Wells Fargo Bank, N.A. , ("Original Beneficiary"), in the original principal amount of \$300,240.00 , together with interest thereon at the rate set forth in said Note. The Note was duly secured by a Deed of Trust of even date therewith being recorded on February 22nd, 2007, in Book/Reel/Volume N/A, Page N/A, Fee/File/Instrument/Microfilm/Reception No. 2007-003064 in the Office of the County Clerk of Klamath County, State of Oregon, which was assigned to Federal National Mortgage Association by an assignment ("Assignment") recorded in Book/Reel/Volume N/A, Page N/A, Fee/File/Instrument/Microfilm/Reception No. N/A, or by an Assignment recorded simultaneously herewith.

Property more particularly described as: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Property Address: 14345 HWY 66, Klamath Falls, Oregon 97601 ("Property")

The Grantor is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

- 2. That pursuant to an agreement with Federal National Mortgage Association ("Grantee"), Grantor has made, executed and delivered that certain Bargain and Sale Deed in Lieu of Foreclosure of Mortgage or Trust Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Grantee or its successors and assigns.
- 3. That the Grantor hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance and unconditional sale of Grantor's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment from AmeriTitle ("Title Company"), effective date of September 10th, 2020 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Grantor's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Grantor in and to the Property.

- 4. It is the intent of the parties hereto, that the execution of the within conveyance by Grantor, and acceptance of delivery of the Deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee therein from intervening claims or liens of third persons, which were junior to the lien of the Deed of Trust.
- 5. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Grantor has received from the Grantee an agreement that, subject to certain conditions, Grantee covenants to completely release Grantor from personal liability to pay principal and interest under the Note and Deed of Trust, and from all security agreements, financing statements, and claims and demands with respect to the Property.
- 6. That Grantor has vacated the Premises, and possession of the Premises has been surrendered to the Grantee.
- 7. That there are no other agreements, written or otherwise, between the Grantor and Grantee, relating to the Premises or the Deed.
- 8. That the Deed was given voluntarily by Grantor, in good faith on the part of the Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantee or Grantor, and was not given as a preference against any other creditors of Grantor.
- 9. That the Deed is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; the Deed shall not restrict the right of the Grantee to commence foreclosure proceedings, if it should so desire.
- 10. That Grantor has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
- 11. That notwithstanding the Grantor has not made payments due on the Note, Grantor is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Grantor currently contemplating or anticipating the same.
- 12. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Grantee and the Title Company, and their respective successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the Grantor.
- 13. That there exists no agreement, express or implied, for Grantor, or any person or entity acting as an agent of Grantor, to reacquire the Property or any portion thereof, or interest therein, from the Grantee or to distribute to Grantor any profits or proceeds derived from the Property.
- 14. That the Grantor, upon request from the Grantee, 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.

Deed and shall not merge therein. Dated: 1-26-2021 Marcia Solomon, as claiming successor of -Grantor the Estate of Joy W. Stamm Joy W. Stamm Michael Kevin Stamm, Heir of the Estate - Grantor - Grantor of Joy W. Stamm (Seal) PATRICK WILLIAMS Notary ID #132685085 Notary Public, State of TEXAS My Commission Expires My Commission Expires: 9 -18- 2024

That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the

Investor No.: 6000279181 15. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein. Dated: 01.26.2021 Marcia Solomon, as claiming successor of -Grantor Marcia Ann Solomon, Heir of the Estate of - Grantor the Estate of Joy W. Stamm Joy W. Stamm Michael Kevin Stamm, Heir of the Estate - Grantor of Joy W. Stamm The foregoing was subscribed and sworn to before me in the County of Toylor, and State of Texas, this ab day of January and (Seal) NANCY E. MARTINEZ Notary Public, State of Texas Comm. Expires 01-27-2021 Notary ID 8235705 Notary Public, State of My Commission Expires: _

Loan No.: 2142697

Loan No.: 2142697

Investor No.: 6000279181

EXHIBIT "A"

Lot 10, Block 2 of TRACT NO. 1121, FIRST ADDITION TO KENO HILLSIDE ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.