

2021-003211

Klamath County, Oregon

Recordation Requested by:

Bradford J. Aspell

Attorney at Law

122 South 5th Street

Klamath Falls, OR 97603



00275169202100032110020027

03/03/2021 02:43:16 PM

Fee: \$87.00

After Recording Return to:

Dennis & Tammy Westlake

12821 Highway 39

Klamath Falls, OR 97603

Send Tax Statements to:

Dennis & Tammy Westlake

12821 Highway 39

Klamath Falls, OR 97603

ESTOPPEL DEED IN LIEU OF FORECLOSURE

(Non-merger)

MOSHE ZILVERBERG and **DANA ROWEN**, "Grantors," convey to **TAMARA L. WESTLAKE** and **DENNIS R. WESTLAKE**, (aka **DENNIS N. WESTLAKE**) Husband and Wife, "Grantees" the following real property:

Lot 3 in Block 1 of BRYANT TRACTS, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon

Moshe Zilverberg and Dana Rowen, executed and delivered to Grantees, Tamara L. Westlake and Dennis R. Westlake (aka Dennis N. Westlake), a deed of trust recorded January 2, 2020, at 2020-000018, Klamath County mortgage records, to secure payment of a note in the sum of \$156,169.37. Said note and trust deed are in default and the trust deed is subject to foreclosure. In consideration of Grantees' acceptance of this deed in lieu of foreclosure, Grantees may retain all payments previously made on the Note, with no duty to account therefor.

The true consideration for this conveyance is Grantees' forbearance of foreclosure against Grantors. Grantees shall not seek to collect any deficiency resulting from the promissory note on which the trust deed described above is secured.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to said Property to Grantees and this Deed is not intended as security of any kind. Grantors waive, surrender, and relinquish any equity of redemption and statutory rights of redemption which Grantors may have in connection with the Property and the Trust Deed. The Grantors and Grantors' heirs, successors, and assigns shall be forever estopped from asserting that Grantors had, on the date of the Trust Deed, an estate or interest in the Property less than a fee simple interest in the whole of the Property and this Deed shall pass any and all after-acquired title.

Grantors warrant that during the time period that the Property was owned by Grantors, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq* ("CERCLA"), the

Superfund Amendments and Reauthorization Act ("SARA"), other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantors agree to indemnify and hold Grantees harmless against any and all claims and losses resulting from a breach of this warranty. This indemnity shall survive recording of this Deed and further transfers of the Property.

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantees reserve its right to foreclose its Trust Deed at any time as to any party with any claim, interest, or lien on the Property. The debt secured by the Trust Deed shall not be deemed satisfied by this Deed.

Grantors have read and fully understand the above terms and are not acting under misapprehensions as to the effect of this Deed, nor under any duress, undue influence or misrepresentations of Grantees, its agents, attorneys or any other person.

Grantees do not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges or obligations which relate or attach to the property.

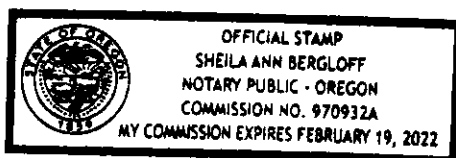
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT 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 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 20.930, 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.

Dated: 2/24/2021

Moshe Zilverberg
MOSHE ZILVERBERG, Grantor

STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on this 24th day of February, 2021, by Moshe Zilverberg.



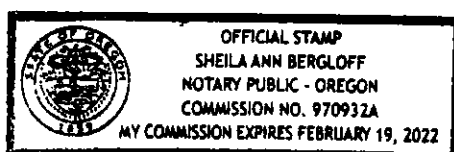
Sheila Ann Bergloff
NOTARY PUBLIC FOR OREGON
My Commission Expires: February 19, 2022

Dated: 2/24/2021

Dana Rowen
DANA ROWEN, Grantor
DE

STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on this 24th day of February, 2021, by Dana ^{Rowen} ~~Rowen~~ Rowen (RB)



Sheila Ann Bergloff
NOTARY PUBLIC FOR OREGON
My Commission Expires: February 19, 2022