

2021-013098

Klamath County, Oregon

08/27/2021 09:08:00 AM

Fee: \$127.00

Return To After Recording:

Title Clearing & Escrow, LLC
Attention: Recording Dept.
6102 S. Memorial Drive
Tulsa, OK 74133
Reference Number: TCEL-109038-OR

Mail Tax Statements To:

C/O Fay Servicing, LLC
425 S. Financial Place, Ste. 2000
Chicago, IL 60605
Amount Still Owning: \$135,968.74
Consideration Amount: \$140,000.00
This Document Prepared By: Kelly Somacal
Title Clearing & Escrow, LLC
6102 S. Memorial Drive
Tulsa, OK 74133
TAX ID NO.: R444317

DEED IN LIEU OF FORECLOSURE

This deed is subject to the terms of an Estoppel Affidavit recorded herein as EXHIBIT "C", and Deed in Lieu of Foreclosure Agreement, both effective this 14th day of August, 2021.

THIS INDENTURE made and entered into on this 14th day of August, 2021, by and between Julie A. Stenkamp n/k/a Julie Blair, * a married person, hereinafter referred to as Grantor, and U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSF9 Master Participation Trust, located at C/O Fay Servicing, LLC, 425 S. Financial Place, Ste. 2000, Chicago, IL 60605, hereinafter referred to as Grantee.

Witnesseth, that consideration of this Deed is \$140,000.00 and release of liability owed by Grantor under the terms of the Promissory Note dated May 25, 2007, executed by Grantor, in favor of Wells Fargo Financial Oregon, Inc., an Oregon Corporation and subsequently assigned to Grantee, to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto said Grantee and Grantee's administrators, successors and assigns, all that certain land more fully described as follows:

See Legal Description attached as EXHIBIT "A" and Estoppel Affidavit attached as EXHIBIT "C".

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. With a municipal address of 1121 Washburn Way, Klamath Falls, OR 97603.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular rights, privileges, tenements, hereditaments, easements, amenities and appurtenances thereunto belonging or in anywise appertaining unto said Grantee and unto Grantee's administrators, successors and assigns, forever.

Grantor does hereby covenant with and represent unto said Grantee and unto Grantee's administrators, successors and assigns, that he/she/it is lawfully seized in fee of the lot or parcel of land above described;

*** Whose address is: 1502 Ivory Street, Klamath Falls, OR 79603**

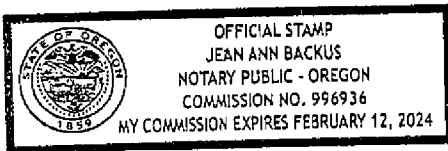
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Use in Addition to Jurat, above, if this Affidavit is Executed Outside of New York State)

STATE OF Oregon

COUNTY OF Klamath

On the 14th day of August in the year 2021 before me, the undersigned, personally appeared Julie A. Stenkamp n/k/a Julie Blair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Klamath Falls, Oregon (Insert the city or political subdivision and the state or country or other place the acknowledgment was taken).



Jean Ann Backus
Notary Public - State of Oregon

My Commission Expires: February 12, 2024

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.

that the same, to the best of Grantor's knowledge and belief without the benefit of a title examination, is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that he/she/it has a good and lawful right to sell and convey the same as aforesaid and that he/she/it will forever warrant and defend the title to same unto said Grantee and unto said Grantee's administrators, successors and assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Subject to that certain Mortgage(s) shown in EXHIBIT "B".

The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the Mortgage with the fee title conveyed to the Lender. It is the intention of the parties that the property shall remain subject to the liens on the Mortgage as well as any other security interest in other collateral that Lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other collateral subject only to the Lender's writing and recorded releases as Lender may, in its sole discretion, subsequently execute.

This deed is an absolute conveyance, the Grantor having sold said land to the Grantee for fair and adequate consideration. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between Grantor and Grantee with respect to said land.

Whenever used, the singular name shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Grantor has hereunto set his/her/its hand and seal on this 14th day of August, 2021.

Julie A. Stenkamp n/k/a Julie Blair
Julie A. Stenkamp n/k/a Julie Blair

STATE OF Oregon

COUNTY OF Klamath

On the 14th day of August, ^{JAB}2021 in the year 2021 before me, the undersigned, personally appeared Julie A. Stenkamp n/k/a Julie Blair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jean Ann Backus
Notary Public - State of Oregon

My Commission Expires: February 12, 2024

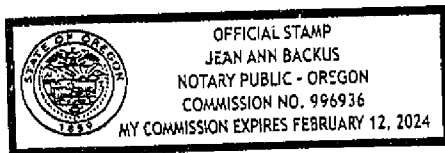


EXHIBIT "A"
Legal Description

Lot 3 of OLD ORCHARD MANOR, in the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

EXHIBIT "B"
Mortgage and Assignment Chain

A Deed of Trust from Steven H. Stenkamp and Julie A. Stenkamp n/k/a Julie Blair to AmeriTitle, an Oregon Corporation, Trustee(s), securing an indebtedness to Wells Fargo Financial Oregon, Inc., an Oregon Corporation, in the amount of \$145,115.89, dated May 25, 2007, and recorded on July 5, 2007, as Instrument #2007-012050 in the official records of Klamath County Recorder to be satisfied and released.

The Beneficial Interest under the Deed of Trust recorded on July 5, 2007, as Instrument # 2007-012050 in the official records of Klamath County Recorder's office was assigned from Wells Fargo Financial Oregon, Inc., an Oregon Corporation, to U.S. Bank Trust, N.A., as trustee of LSF9 Master Participation Trust, by assignment recorded on June 10, 2016, as Instrument # 2016-006115 in the official records of Klamath County Recorder's office.

EXHIBIT "C"
Estoppel Affidavit

Date August 14, 2021

BEFORE ME, the undersigned notary public, personally appeared Julie A. Stenkamp n/k/a Julie Blair, who, having been first duly sworn according to law, represents, warrants, deposes and says:

1. He/She has personal knowledge of all matters set forth in this Affidavit.
2. He/She is the owner (hereinafter referred to as "Owner") of the fee simple title to certain real property (the "Property") situated in Klamath County, State of Oregon, legally described as follows:

SEE ATTACHED EXHIBIT "A"

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 1121 Washburn Way, Klamath Falls, OR 97603.

4. Owner is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. Owner is a citizen of the United States of America, whose Social Security Number is on file with the issuing agent.

5. Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

TENANT(S): NONE

DATE OF LEASE: NONE

6. Neither Owner's title to nor possession of the Property has ever been disputed or questioned nor is Owner aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgage claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed in or on the Property as of this date.

10. To the best of the Affiant's knowledge and belief without the benefit of a title examination, there are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of Klamath County, State of Oregon or any courts, as of this date, nor has an assignment

for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of Oregon. Additionally, Owner has paid, in full, all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

14. All utilities necessary for the use for the Property set forth above are in place.

15. That the following judgments or liens recorded in Klamath County, State of Oregon, which Owner has examined, is not against Owner but are against other persons or entities of a similar name: NONE

16. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.

17. Owner has never changed his/her names or used any names other than that set forth herein at any time.

18. That Owner's marital status is:

☒ Married ☐ Single

If married, Owner(s) have been married to each other and have been so married continuously since October 24, 2014 without ever having been married to any other person now living.

19. Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

20. "Grantee" (as hereinafter defined) of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that their representations and statements herein may be disclosed to the Internal Revenue Service by Grantee and that any false statement contained in this Affidavit may be punished by fine, imprisonment, or both.

21. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C. Section 9601.

22. This Affidavit is made (1) to induce, (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, (the "Deed"), and (2) to induce (the "Policy Issuing Agent and Underwriter") to issue an Owner's policy of title insurance to Grantee.

23. Owner has not executed, and Owner does hereby agree and represent that he/she will not execute, any instrument, or done/do any act whatsoever, that in any way would or may affect the title to the Property,

including, but not limited to, the mortgaging or conveying of the Property or any interest in it or causing any lien to be recorded against the Property or Owner.

24. That the aforesaid Deed is an absolute conveyance of the title to the Property to Grantee in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that, subject to paragraph 29 below, possession of said Property will be or has been surrendered to Grantee, or its successor and/or assigns; that the consideration in aforesaid Deed was and is payment to Owner by Grantee, or its successors and/or assigns of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain Mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said Mortgage by Grantee.

25. That the aforesaid Deed was made by Owner as the result of their request that Grantee accept such Deed, and was his/her free and voluntary act; that at the time of making said Deed Owner felt and still feels that the Mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said Deed was not given as a preference against other creditors of Owner, that at the time it was given there was no other person or persons, firms, or corporations, other than Grantee interested, either directly or indirectly, in the Property; that Owner is solvent and have no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other Mortgage whereby any lien has been created or exists against the Property described in said Deed; and that Owner is offering to execute the aforesaid Deed to Grantee, and in executing same, is/was not acting under any duress, under influence, misrepresentation by Grantee, its agent or attorney or any other representative of Grantee, and that it was the intention of Owner as Grantor in said Deed to convey, and by said Deed Owner does convey, to Grantee all of his/her right, title, and interest absolutely in and to the Property described in said Deed.

26. That the aforesaid Deed made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the Mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as Grantee consents to the acceptance of such Deed, after approval of title by Grantee. Grantee agrees to notify the Owner of the acceptance or non-acceptance of such Deed within 30 days, after the Property has been vacated and Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said Deed as aforesaid shall in no way restrict the right of Grantee, or the right of its successors in interest and/or assigns, to foreclose the Mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to Grantee any rentals then owing, or which may thereafter become due from any occupant(s) of the Property.

27. This Affidavit is made for the protection and benefit of Grantee, its successors and/or assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid Deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

28. Owner agrees to indemnify and hold the Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which the Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording of the instrument described in said Commitment.

NOTICE TO VACATE

29. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, Owner will vacate and turn over possession of the Property to Grantee upon demand, and that the Property must be in broom swept condition, free and clear of personal property, on or before Vacant. Any personal property remaining in the Property after execution of this Estoppel Affidavit will be considered abandoned. Grantee shall not be liable or responsible for storage or disposition of the abandoned personal property and may dispose of personal property without liability.

30. Failure to vacate the Property as required may not only delay the Deed in Lieu process and/or render the Deed in Lieu Agreement null and void, but may also cause Lender to exercise its rights, to include foreclosure of the mortgaged debt and contact local authorities to remove Owner from the Property if Lender deems necessary.

31. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

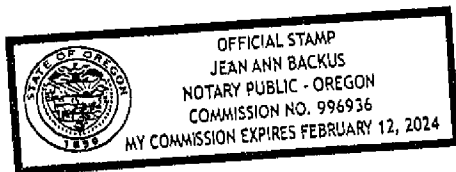
Further Affiant Sayeth Not.

Julie A. Stenkamp n/k/a Julie Blair
Julie A. Stenkamp n/k/a Julie Blair

STATE OF Oregon

COUNTY OF Klamath

On the 14th day of August in the year 2021 before me, the undersigned, personally appeared, Julie A. Stenkamp n/k/a Julie Blair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Jean Ann Backus
Notary Public - State of Oregon

My Commission Expires: February 12, 2024

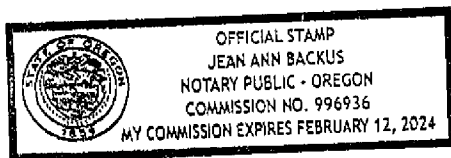
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Use in Addition to Jurat, above, if this Affidavit is Executed Outside of New York State)

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(Insert the city or political subdivision and the state or country or other place the acknowledgment was taken).



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