

**RECORDING COVER SHEET** (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

**2022-002018**

**Klamath County, Oregon**



00295615202200020180030031

02/16/2022 11:39:59 AM

Fee: \$92.00

**After recording return to:** ORS 205.234(1)(c)

Wayne N. Barber Sr.

89001 Hwy 42S #6

Bandon, OR 97411

**1. Title(s) of the transaction(s)** ORS 205.234(1)(a)

DEED IN LIEU OF FORECLOSURE

**2. Direct party(ies) / grantor(s)** Name(s) ORS 205.234(1)(b)

Dylana Nalley

**3. Indirect party(ies) / grantee(s)** Name(s) ORS 205.234(1)(b)

Wayne N. Barber Sr.

**4. True and actual consideration:** ORS 205.234(1)(f) **5. Send tax statements to:** ORS 205.234(1)(e)

Amount in dollars or other

\$ 5,000.00

Other:

Wayne N. Barber Sr.

89001 Hwy 42S #6

Bandon, OR 97411

**6. Satisfaction of lien, order, or warrant:** ORS 205.234(1)(f) **7. The amount of the monetary obligation imposed by the lien, order, or warrant:** ORS 205.234(1)(f)

FULL

PARTIAL

\$ 5,000.00

**8. Previously recorded document reference:**

**9. If this instrument is being re-recorded complete the following statement:** ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book \_\_\_\_\_ and page \_\_\_\_\_, or as fee number \_\_\_\_\_."

**After recording, return to:**

Wayne N. Barber, Sr.  
89001 Hwy 42S #6  
Bandon, OR 97411

**Grantor:**

Dylana Nalley  
1426 Huntoon Ave  
Louisville, KY 40215

**Beneficiary:**

Wayne N. Barber, Sr.  
89001 Hwy 42S #6  
Bandon, OR 97411

**Consideration:**

The true consideration for this conveyance is \$5000.00.  
However the actual consideration consists of or includes other property which is part of the consideration.

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**DEED IN LIEU OF FORECLOSURE**

**THIS INDENTURE**, made on January 1, 2022 between **Dylana Nalley**, as Grantor, Tigor Title -Bandon Oregon, as Trustee and **Wayne N. Barber, Sr.**, as Beneficiary.

**WHEREAS:** Grantor executed and delivered to Beneficiary a Trust Deed and corresponding Promissory Note dated 10/1/2020 filed in Klamath Falls County record #2021-000641. The Promissory Note and the Trust Deed are in default and the Trust Deed is subject to foreclosure;

**NOW, THEREFORE**, in consideration of the receipt of the sum of \$5,000.00 and the covenants contained herein, Grantor conveys back to Beneficiary the following described real property (the "Property").

**Lots 25, 26 and 27 in Block 58, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, according to the official plan thereof on file in the office of the County Clerk of Klamath County, Oregon.**

together with all and singular the tenements, hereditaments and appurtenances and all other rights, title and interests, leaseholds or land sale contracts, thereunto belonging or in any way now or hereafter appertaining, and issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the Property.

This Deed is intended as a conveyance absolute in legal effect, as well as in form, of the title and all rights to said Property to Beneficiary from Grantor, and this Deed is not intended as

security of any kind. Grantor waives, surrenders and relinquishes any equity of redemption and statutory rights of redemption which Grantor may have in connection with the Property and the Trust Deed.

In consideration of Grantor's receipt of a payment of \$5,000.00 from Beneficiary, Grantor's immediately releases possession and all claims and rights of and to the Property at the signing of this Deed. Beneficiary's acceptance of this Deed and Beneficiary's covenant to forbear taking any action to collect against Grantor on the Promissory Note, Grantor agrees without future claims whatsoever, Beneficiary may retain all payments previously made on the Promissory Note with no duty to account therefor.

By acceptance of this Deed, Beneficiary covenants and agrees it shall forever forbear taking any action to further collect against Grantor on the Promissory Note, other than by foreclosure of the Trust Deed herein, and that in any proceeding to foreclose the Trust Deed Beneficiary shall not seek, obtain, or permit a deficiency judgement against Grantor, or its successors or assigns, such rights and remedies being waived.

Beneficiary does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges or obligations which relate or attach to the Property, those if any, shall be the sole responsibility of Grantor and Grantor hereby holds Beneficiary harmless from same.

Grantor has read and fully understand the above terms and is not acting under any misapprehensions as to the effect of this Deed, or under any duress, undue influence of misrepresentations of Beneficiary, its agents, relatives, attorneys, or any other person. This Deed and its' terms herein shall be immediately effective at the time of signing.

IN WITNESS WHEREOF, Grantor has hereunto executed this instrument on January 31, 2020:

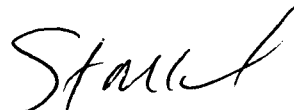
  
Dylana Nalley, as Grantor

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*Kentucky*  
STATE of ~~KANSAS~~, County of Jefferson ss.

**STEVE M KIRSCH**  
Notary Public - State at Large  
State of Kentucky  
Notary ID KYNP14319  
My Commission Expires Oct. 19, 2024

This instrument was acknowledge before me on 2-2-22 by Dylana Nalley.

  
Notary Public for ~~Kansas~~ *Kentucky*