

Recordation Requested by:  
Melvin D. Ferguson, Attorney at Law  
514 Walnut Ave.  
Klamath Falls, OR 97601

After Recording Return to:  
Melvin D. Ferguson, Attorney at Law  
514 Walnut Ave.  
Klamath Falls, OR 97601

Send Tax Statements to:  
Wegstein Living Trust  
1181 SE Bay Blvd  
Newport, OR 97365

**ESTOPPEL DEED IN LIEU OF FORECLOSURE**  
(Nonmerger)

**Maria F. Anderson, ("Grantor") conveys to Ronald Lee Wegstein, Trustee of the Wegstein Living Trust dated October 13, 2011, ("Grantee") the following real property (the "Property"):**

**Lots 5 and 6, Block 15, First Addition to the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

**Tax Account: 202970      Map No.: 3407-034DC-01500**

To have and to hold the above described property by Grantee, their successors and assigns forever, free from all rights and interest of Grantor, or of anyone claiming by or through Grantor.

Grantor executed and delivered to Grantee a deed of trust ("Trust Deed") dated **November 7, 2017** recorded **November 27, 2017**, as recorder's no. **2017-013560**, records of **Klamath County, Oregon**, to secure payment of a note ("Note") in the sum of **\$64,500**. The Note and Trust Deed are in default and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure ("Deed"), the Grantee may retain all payments previously made on the Note, with no duty to account for them.

The true consideration for this conveyance is the agreement by Grantee to forbear from enforcement of the Note and Trust Deed and Grantee's assumption of all unpaid property taxes and other liens on the Property. Grantor agrees the aforesaid consideration represents fair value for the Property.

This Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee and was not and is not now intended as a mortgage, trust deed, or security instrument of any kind. It is the intention of Grantor in this deed to convey to the Grantee all of Grantor's right, title and interest absolutely in and to the Property. Grantor relinquishes to the Grantee any equity of redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of this Deed, Grantor is not acting under any misapprehension as to the effect thereof and Grantor is acting freely and voluntarily and is not acting under coercion or duress. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by the Trust Deed. At the time of making the Deed, Grantor is in default of the terms and provisions of the Trust Deed.

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 will hereafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest, or lien on the Property.

Grantor has read and fully understands the above terms and is not acting under misapprehensions as to the effect of this Deed, nor under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents or attorneys, or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that 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; ORS 195.301; ORS 195.305 TO 195.336; OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11; OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17; AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7. 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 ORS 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; ORS 195.301; ORS 195.305 TO 195.336; OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11; OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17; AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7.

DATED: June 9, 2022.

Maria F. Anderson  
Maria F. Anderson

STATE OF OREGON                     )  
  ) ss.  
County of Klamath                    )

SUBSCRIBED AND SWORN TO before me on June 9, 2022.

Cherice F. Treasure

Notary Public for Oregon

My commission expires: 5-11-2024

