

AFTER RECORDING RETURN TO:

Country Mile Land, LLC,
312 W. 2nd St., Suite 1152
Casper, WY 82601

2022-009352

Klamath County, Oregon

08/01/2022 08:27:01 AM

Fee: \$102.00

**UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:**

Country Mile Land LLC,
312 W. 2nd St., Suite 1152
Casper, WY 82601

NON-MERGER BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE

GRANTORS: Walter Pedersen and Melissa Pedersen as Tenants by the Entirety and Larry Carlsen and Dylan Rowe, not as Tenants in Common but with Rights of Survivorship

GRANTEE: Country Mile Land LLC, a Wyoming Limited Liability Company;

CONSIDERATION: other than money, settlement of debt and release of claims

WITNESSETH:

For the consideration hereinafter stated, Grantors hereby grant, bargain, sell, and convey unto Grantee all of their interest in the real property located at: Lot 7, Block 93 Klamath Falls Forest Estates Highway 66, Unit, Plat No. 4, Bonanza, Oregon, (Real Property); together with all of the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and more particular described as follows:

Lot 7 in Block 93 of KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 4, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Tax Account No. 394255.

To Have and To Hold the same unto said Grantee and Grantee's successors and assigns forever.

This deed is absolute in effect and conveys all of Grantors' interest in the above-described Real Property unto Grantee and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, subject to all liens and encumbrances of record, and also subject to a that certain Deed of Trust from Walter Pedersen and Melissa Pedersen as Tenants by the Entirety and Larry Carlsen and Dylan Rowe not as Tenants in Common but with Rights of Survivorship as Grantors, to AmeriTitle, an Oregon Corporation as Trustee, for the benefit of Country Mile Land LLC, a Wyoming Limited Liability Company as Beneficiary, said Deed of Trust is dated April 24, 2021, and recorded May 3, 2021 as Instrument No. 2021-6842 in the Records of Klamath County, Oregon.

This deed does not affect a merger of the fee ownership and the lien of the Deeds of Trust described above. The fee and lien shall hereafter remain separate and distinct.

The consideration for this conveyance, stated in terms of dollars, is none. The actual consideration consists of other value given as set forth in the paragraph immediately below.

By acceptance of this deed, Grantee covenants and agrees that Grantee shall forever forbear taking any action whatsoever to collect against Grantors on the Promissory Note secured by the above described Deed of Trust, other than by foreclosure of that Deed of Trust, and that in any proceeding to foreclose the Deed of Trust, Grantee will not seek, obtain, or permit any deficiency judgment against Grantors or Grantors' heirs, successors or assigns, such rights and remedies being hereby waived.

Grantors hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the above-described Real Property and Deed of Trust.

Grantors represent and warrant to Grantee that there are no environmentally hazardous materials or wastes contained on the property and that there are no potentially hazardous environmental conditions on the property and that the property has not been identified by any government agency of the site upon which, or potentially upon which, environmentally hazardous materials have been (or may have been) located or deposited.

This deed shall not operate to preclude Grantee from proceeding in any action to enforce the Trust Deed securing said note, by:

- a) foreclosure of the trust deed by trustee's notice of default and election to sell; or
- b) foreclosure of the trust deed by judicial action so long as no collection action is taken on any resultant judgment against the Grantors except through execution on the property secured by the trust deed.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property described above. Grantors recognize that Grantee shall have no duty to account to Grantors in the event Grantee shall elect to foreclose its lien upon the real property.

Grantors hereby surrender and deliver possession of the property to Grantee, effective upon signing.

Grantors are not acting under any misapprehension as to the legal effect of this deed or under any duress, undue influence, or misrepresentation of Grantee, Grantee's agents, attorneys, or other persons.


The person executing this deed on behalf of Grantors represents and warrants that said person has the capacity and legal authority to bind Grantors, that Grantors are the current holder of 100% of the Grantors' interests in the above-described Deed of Trust, and that Grantors warrant that the giving of this deed to Grantee does not constitute a preference under federal bankruptcy law.


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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 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

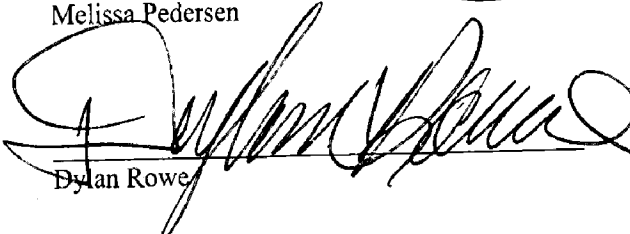
11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands:


Walter Pedersen


Melissa Pedersen


Larry Carlsen


Dylan Rowe

STATE OF _____)
County of _____) ss.

see attached

On this _____ day of _____, 2022, personally appeared before me the above-named, Walter Pedersen, Melissa Pedersen and Larry Carlsen and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for _____

My Commission Expires: _____

STATE OF _____)
County of _____) ss.

see attached

On this _____ day of _____, 2022, personally appeared before me the above-named, Dylan Rowe and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for _____

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

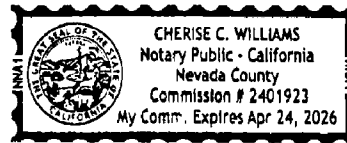
On July 21, 2022 before me, Cherise C. Williams, Notary Public
(insert name and title of the officer)

personally appeared Dylan Rowe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cherise C. Williams (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On 7/24/2022 before me, Holly L. Cook-Stading, Notary Public
(insert name and title of the officer)

personally appeared Walter Pedersen, Melissa Pedersen, Larry Carben,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Holly L. Cook-Stading (Seal)