

Returned at Counter
Amy N. Barnhouse,
Attorney

2024-006882

Klamath County, Oregon



00332026202400068820040045

08/07/2024 10:38:01 AM

Fee: \$102.00

AFTER RECORDING RETURN TO:

Wanda C. Wright, Trustee of
The Wanda C. Wright Trust
16500 Pyramid Hwy.
Reno, NV 89510

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

Wanda C. Wright, Trustee of
The Wanda C. Wright Trust
16500 Pyramid Hwy.
Reno, NV 89510

NON-MERGER BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE

GRANTOR: Ramiro Vasquez

GRANTEE: Wanda C. Wright, Trustee of The Wanda C. Wright Trust dated June 14, 1999;

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

WITNESSETH:

For the consideration hereinafter stated, Grantor hereby grants, bargains, sells, and conveys unto Grantee all of their interest in the real property located at: 11473 Harpold Road, Klamath Falls, OR 97603, (Real Property); together with all of the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and more particular described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR
COMPLETE LEGAL DESCRIPTION**

Tax Account No. 627101 and 627094.

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 Grantor's 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 Ramiro Vasquez as Grantor, to AmeriTitle, an Oregon Corporation as Trustee, for the benefit of Wanda C. Wright, Trustee of The Wanda C. Wright Trust dated June 14, 1999 as Beneficiary, said Deed of Trust is dated May 12, 2023, and recorded May 22, 2023 as Instrument No. 2023-003861 in the Records of Klamath County, Oregon and is also subject to that certain Deed of Trust from Ramiro Vasquez as Grantor, to AmeriTitle, an Oregon Corporation as Trustee, for the benefit of Wanda C. Wright, Trustee of The Wanda C. Wright Trust dated June 14, 1999 as Beneficiary, said Deed of Trust is dated May 12, 2023, and recorded May 22, 2023 as Instrument No. 2023-003862.

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 Grantor on the Promissory Notes secured by the above described Deeds of Trust, other than by foreclosure of those Deeds of Trust, and that in any proceeding to foreclose the Deeds of Trust, Grantee will not seek, obtain, or permit any deficiency judgment against Grantor or Grantor's heirs, successors or assigns, such rights and remedies being hereby waived.

Grantor hereby waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the above described Real Property and Deeds of Trust.

Grantor represents and warrants 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 Deeds 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 Grantor except through execution on the property secured by the trust deed.

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

Grantor hereby surrenders and delivers possession of the property to Grantee, effective upon signing.


Grantor is 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 Grantor represents and warrants that said person has the capacity and legal authority to bind Grantor, that Grantor is the current holder of 100% of the Grantor's interests in the above described Deed of Trust, and that Grantor warrants 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 Grantor has hereunto set his hand:




Ramiro Vasquez

STATE OF Oregon)
County of Klamath) ss.

On this 7th day of August, 2024, personally appeared before me the above-named Ramiro Vasquez, and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for OREGON
My Commission Expires: February 20, 2028

EXHIBIT "A"

PARCEL 1:

A portion of the N1/2 SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Starting at the Northwest corner of the SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, and proceeding in a Southerly direction 660 feet; thence in an Easterly direction 1320 feet; thence Northerly 660 feet; thence in a Westerly direction 1320 feet to the point of beginning.

PARCEL 2:

The N1/2 N1/2 SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon,

EXCEPTING THEREFROM, the following:

A portion of the N1/2 SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Starting at the Northwest corner of the SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, and proceeding in a Southerly direction 660 feet; thence in an Easterly direction 1320 feet; thence Northerly 660 feet; thence in a Westerly direction 1320 feet to the point of beginning.