

Returned at Counter

2024-007070

Klamath County, Oregon

RETURN TO: Brandsness, Brandsness & Rudd, P.C. 411 Pine Street Klamath Falls, OR 97601	MAIL TAX STATEMENTS: Theresa Peterson 11439 Hill Road Klamath Falls, OR 97601
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08/14/2024 03:55:45 PM

Fee: \$97.00

Grantor: Justin Chaulet
10144 So. Hwy 97
Midland, OR 97634

Grantee: Theresa Peterson
11439 Hill Road
Klamath Falls, OR 97601

DEED IN LIEU OF FORECLOSURE - NO MERGER

THIS INDENTURE between Justin Chaulet, hereinafter called Grantor, and Theresa Peterson and Erin L. Burum, Claiming Successor for the small estate of Brett Gardner Burum, Klamath County Circuit Court Case No.: 24PB02589, hereinafter called Grantee:

Grantor conveys and warrants to Grantee the real property situated in Klamath County, Oregon, described as follows:

Lot 11, Block 28, FIFTH ADDITION TO KLAMATH RIVER ACRES,
according to the official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon

Grantor covenants that:

This deed is absolute in effect and conveys fee simple title of the premises described above to Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

Grantor is the owner of the premises. The property is encumbered by a trust deed to Douglas Clark Burum dated September 3, 2019, recorded on September 13, 2019, deed records of Klamath County, Oregon, recording number 2019-010685. Grantees are the successors in interest to Douglas Clark Burum, deceased. The property is free and clear of all other liens and encumbrances, except taxes and those preceding the trust deed above-referenced. The trust deed is in default. By this deed, Grantor intends to revoke transfer on death deeds (a) recorded Klamath County Deed Records, July 13, 2021, Instrument No.: 2021-010856, Beneficiary Kimberly White, (b) recorded Klamath County Deed Records, March 2, 2023, Instrument No.: 2023-001450, Beneficiary Kimberly C. White.

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

The consideration of this transfer is the forbearance of foreclosure against Grantor and forbearance of an action on the debt against Grantor or a deficiency judgment against Grantor and the waiver of the Grantee's right to collect costs, disbursements and attorney's fees, as well as any deficiency balance due from the Grantor.

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 note given to secure the trust deed described above, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed Grantee shall not seek, obtain, or permit a deficiency judgment against Grantor, or Grantor's heirs or assigns, such rights and remedies being waived.

Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantor surrenders possession of the real

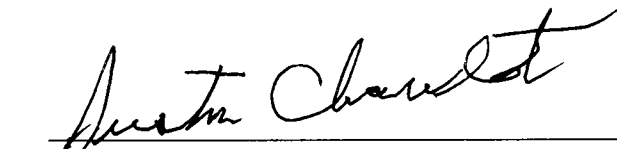
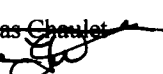
Grantor waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above. Grantor surrenders possession of the real property to Grantee.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agent or attorney, or any other person.

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

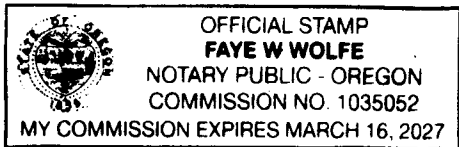
IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

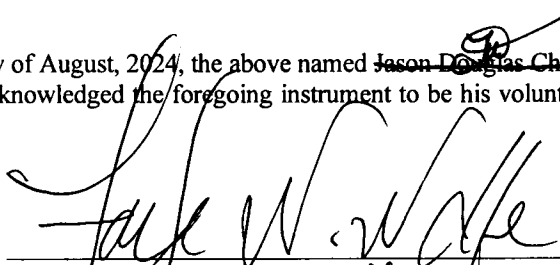
DATED this 14 day of August, 2024.


Justin Chaulet
By: ~~Jason Douglas Chaulet~~
Attorney in Fact 

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 14 day of August, 2024, the above named ~~Jason Douglas Chaulet~~, in his capacity as ~~Attorney in fact for~~ Justin Chaulet, and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon
My Commission expires: 3-16-27