

Commitment Number: 250137842
Seller's Loan Number: 9704286450

AFTER RECORDING RETURN TO:

Thomas M. Miller and Cynthia J. Douglas, Trustees of the Miller Douglas Trust dated February 22, 2018
2325 GARDEN AVE
Klamath Falls, OR 97601

MAIL TAX STATEMENTS TO:

Thomas M. Miller and Cynthia J. Douglas, Trustees of the Miller Douglas Trust dated February 22, 2018
2325 GARDEN AVE
Klamath Falls, OR 97601

Parcel ID Number: 481400

AmeriTitle:

670563am

SPECIAL WARRANTY DEED

THIS DEED made and entered into on this 1st day of April, 2025, by and between **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, whose address is 75 BEATTIE PLACE, GREENVILLE, SC 29601, hereinafter referred to as Grantor(s) and **Thomas M. Miller and Cynthia J. Douglas, Trustees of the Miller Douglas Trust dated February 22, 2018**, whose tax mailing address is 2325 GARDEN AVE, Klamath Falls, OR 97601, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, for and in consideration of the sum of Eighty Five Thousand Dollars and Zero Cents (\$85,000.00), cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee the following described real estate located in Klamath County, State of Oregon:

**LOT 377, BLOCK 122, MILLS ADDITION TO THE CITY OF KLAMATH FALLS,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE
COUNTY CLERK OF KLAMATH COUNTY OREGON**

Property commonly known as: 2325 GARDEN AVE, KLAMATH FALLS, OR 97601

Prior instrument reference: 2023-006966, Recorded: 08/15/2023

This conveyance is subject to easements, covenants, conditions, restrictions, reservations, and limitations of record, if any.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- a) All easements, right-of-away and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- b) All valid oil, gas and mineral rights, Interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- c) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances, and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- d) All presently recorded instruments (other than liens and conveyances by, though or under the Grantor) that affect the Property and any portion(s) thereof;
- e) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in the land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- f) Any conditions that would be revealed by a physical inspection and survey of the Property.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on this 1st day of April, 2025.

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

By: _____

Print Name: Joel Fowler

Title: VP

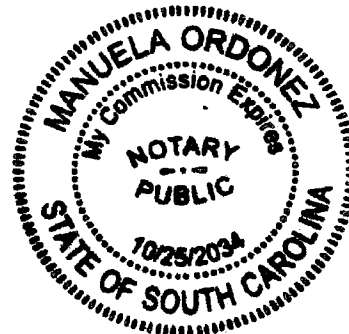
STATE OF South Carolina
COUNTY OF Greenville

The foregoing instrument was acknowledged before me on this 1st day of April, 2025 by Joel Fowler as VP of **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING.**

Manuela Ordonez
Notary Public

Notary Public for State of South Carolina

My Commission Expires 10/25/2034



OWNERS AFFIDAVIT

State of South Carolina

KNOWN ALL MEN BY THESE PRESENTS:

County of Greenville

THIS PROPERTY IS A FORECLOSURE PROPERTY AND WAS NEVER OCCUPIED BY THE SELLER. NO WARRANTIES OR AVERMENTS ARE MADE AS TO ANY ISSUES DISCOVERABLE BY PRIOR OCCUPANCY.

The undersigned Authorized Signer for Newrez, LLC d/b/a Shellpoint Mortgage Servicing, hereby certifies that to the best of my knowledge and belief:

- 1) Newrez, LLC d/b/a Shellpoint Mortgage Servicing, is the owner or represents the owner of the property ("the Property") described as follows: 2325 GARDEN AVE KLAMATH FALLS OR 97601
- 2) The Owner/Seller has incurred no debts for improvements, repairs or replacements to or for the Property or any portion thereof, which have not been paid or that will not be paid for in full at closing;
- 3) The Owner/Seller has done no act which would give rise to a lien (which Newrez, LLC d/b/a Shellpoint Mortgage Servicing, has not paid in full) against the Property;
- 4) There are (or will be as of closing) no unpaid bills either for labor performed upon or for materials delivered to the Property by or on behalf of the Owner/Seller nor are there contracts in existence relating to such performance of such work or delivery of such materials.
- 5) That the Grantor has not received a notice of claim from any Real Estate Broker claiming a right to a lien in accordance with Act 34 of 1998.
- 6) That the premises does not constitute 51% or more of the real estate of said Corporation/Limited Liability Company in Oregon;
- 7) That there are no corporate taxes due the State of Oregon and the Corporation/Limited Liability Company is in good standing; that all parties' signatories are duly authorized; that no shareholder or member consent or any other consent is required.

The undersigned acknowledges that this Certificate is being made and delivered to _____, as an inducement to them to issue their Owners Policy of Title Insurance to Miller Douglas Trust.

Newrez, LLC d/b/a Shellpoint Mortgage Servicing
BY: _____

State of South Carolina
County of Greenville

On April 1, 2025 before me, Manuela Ordonez, Notary Public, personally appeared Joel Fowler, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity 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.

Witness my hand and official seal.

Manuela Ordonez (Notary Signature)

