

2025-003821

Klamath County, Oregon

05/21/2025 03:39:01 PM

Fee: \$97.00

After recording return to:

WADOT Capital Inc.
5413 Meridian Ave. N STE C
Seattle, WA 98103

Until a change is requested all tax statements
Shall be sent to the following address:

WADOT Capital Inc.
5413 Meridian Ave. N STE C
Seattle, WA 98103

TRUSTEE'S DEED

Consideration Amount: \$622,602.00.

The Grantor, John A. McIntosh, OSB #172742, as the present Trustee under that Deed of Trust and Security Agreement hereinafter described, in consideration of the premises and payments recited below, hereby grants and conveys to: **KC Capital, LLC** ("Grantee"), that certain real property situated in the State of Oregon, County of Klamath, legally described as follows:

Parcel 1:

The SE1/4 NW1/4, that portion of the N1/2 NW1/4 and SW1/4 NE1/4 lying South of Highway 140 all in Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Less and except that portion deeded to the State of Oregon by and through its Department of Transportation, recorded May 10, 2004 in Volume M04, page 28266, records of Klamath County, Oregon.

Parcel 2:

That portion of the NW1/4 NE1/4 lying South of Highway 140 all in Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Less and except that portion deeded to the State of Oregon by and through its Department of Transportation, recorded May 10, 2004 in Volume M04, page 28266, records of Klamath County, Oregon.

1. This conveyance is made pursuant to the power of sale, conferred upon said Trustee by that certain commercial made by Badger Flats Limited Partnership, as grantor, to Amerititle, LLC, as original trustee, in favor of WADOT CAPITAL, INC., a Washington corporation, as

Beneficiary, recorded on January 21, 2021, in the Records of Klamath County, Oregon under Recording No. 2021-000999; and subsequently assigned to the current beneficiary KC Capital, LLC, a Washington limited liability company and said assignment was recorded on January 27, 2021 in the Records of Klamath County, Oregon under Recording No. 2021-001228

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in original principal amount of \$450,000.00 together with interest thereon according to the terms thereof and to secure any other sums of money which might become due and payable under the terms of the Deed of Trust. The grantors thereafter defaulted in their performance of the obligation secured by the Deed of Trust as stated in the Notice of Default and Election to Sell hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

3. Because of the default, the Beneficiary under the Deed of Trust declared all sums secured by the Deed of Trust immediately due and owing; therefore, a Notice of Default and Election to Sell, containing an election to sell the Property and to foreclose the Deed of Trust by advertisement and sale to satisfy grantor's said obligations was recorded in the real property records of Klamath County, Oregon on December 11, 2024 under Recording No. 2024-010722.

4. After the recording of said Notice of Default and Election to Sell and at least 120 days before the date the property was sold, a copy of the Notice of Sale was served by the Trustee as required by law. Copies of the Trustee's Notice of Sale were served pursuant to ORCP 7 D(2) and 7 D(3) or mailed by both first class and certified mail with return receipt requested, to the last-known address of the persons or their legal representatives, if any, named in ORS 86.764. The undersigned Trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as having or claiming a lien on or interest in said described real property, entitled to notice pursuant to ORS 86.764. The Notice of Sale was posted upon the properties pursuant to ORS 86.774(1).

5. The trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred more than twenty days prior to the date of such sale. The mailing, service, and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of Klamath County, said affidavits and proofs, together with the said Notice of Default and Election to Sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed. The undersigned trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as having or claiming a lien on or interest in said described real property, entitled to notice pursuant to ORS 86.764(2)(b) or (2)(c).

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6. Pursuant to ORS 86.782(2)(a), on April 21, 2025 at the hour of 11:00 AM, the date and time of the sale scheduled in the Notice of Sale, the agent of the undersigned Trustee proclaimed a continuance of the trustee's sale to May 7, 2025 at 11:00 AM, at the Klamath County Courthouse at 316 Main St, Klamath Falls, Oregon 97601. Written notice of the continuance was mailed in accordance with ORS 86.782(2)(b).

7. Pursuant to ORS 86.782(2)(b), on May 7, 2025 at the hour of 11:00 AM, the date and time of the sale scheduled in the Notice of Sale, the agent of the undersigned Trustee proclaimed a continuance of the trustee's sale to May 21, 2025 at 11:00 AM, at the Klamath County Courthouse at 316 Main St, Klamath Falls, Oregon 97601. Written notice of the continuance was mailed in accordance with ORS 86.782(2)(b).

8. On May 21, 2025 at 11:00 AM, at the Klamath County Courthouse at 316 Main St, Klamath Falls, Oregon 97601, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon the Trustee by said Deed of Trust, the trustee sold said Property at public auction to the current Beneficiary for the sum of \$622,602.00, being the highest and best bidder at the sale. The true and actual consideration paid for this transfer is the sum of \$622,602.00.

9. Now, therefore, in consideration of the sum of \$622,602.00, the receipt of which is acknowledged, and by the authority vested in the trustee by the laws of the State of Oregon and by the Deed of Trust, the Trustee does hereby convey to: **KC Capital, LLC**, all interest the Grantor had or had the power to convey at the time of the Grantor's execution of the Deed of Trust, together with an interest the Grantor or Grantor's successors in interest acquired after the execution of the deed in and to the real property described above.

10. This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Beneficiaries and the Grantee understand, acknowledge and agree that the Property was purchased in the context of a foreclosure, that the current Trustee made no representations to the Beneficiaries concerning the Property and that the current Trustee owed no duty to make disclosures to the Beneficiaries concerning the Property. The Beneficiaries and Grantee are relying solely upon its own due diligence investigation before electing to bid for the Property.

IN WITNESS WHEREOF, the undersigned Trustee has executed this instrument.

THIS INSTRUMENT WILL 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 APPROVED USES.

James

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

On this 21 day of May 2025, before me, John A. McIntosh personally appeared to me, who proved to me on the basis of satisfactory evidence to be the person whose name I subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

My commission expires: 2/18/2028