

~ NTC 83742

2009-000884

Klamath County, Oregon



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01/26/2009 03:31:55 PM

Fee: \$31.00

RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN  
Mr. Jonathon Wolf, Manager – Special Assets  
Premier West Bank – Credit Administration  
503 Airport Road  
Medford, Oregon 97504-4159

UNTIL A CHANGE OF ADDRESS IS REQUESTED, PLEASE  
SEND ALL TAX STATEMENTS TO:  
Mr. Jonathon Wolf, Manager – Special Assets  
Premier West Bank – Credit Administration  
503 Airport Road  
Medford, Oregon 97504-4159

**BARGAIN & SALE DEED (hereinafter, the "Deed")**  
**[Non-Merger Deed in Lieu of Foreclosure]**

**FOR VALUABLE CONSIDERATION**, sufficiency and receipt of which is hereby acknowledged, **DONALD N. BAUHOFFER** whose address is 250 NW Franklin Avenue, Suite 204, Bend, Oregon 97701 ("**Grantor**"), conveys to **PREMIERWEST BANK**, an Oregon state chartered commercial bank whose address is Attn: Credit Administration Division, 503 Airport Road, Medford, Oregon 97504-4159 ("**Grantee**"), the real property and improvements in Klamath County, Oregon, legally described in Exhibit A attached hereto and more commonly known as Lots 1300 through 1305, Tract 1444, Running Y Resort, Phase 4, 4<sup>th</sup> Addition, Klamath Falls, Oregon 97601 (the "**Property**"), subject to all liens and encumbrances thereon. The true consideration of this conveyance consists of other property or other value given or promised.

This Deed is an absolute conveyance in effect and conveys fee simple title of the Property to Grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantor has conveyed the Property to Grantee for a fair and adequate consideration of reasonably equivalent value, in addition to that above recited, being the agreement by Grantee to take no action to enforce against Grantor under that certain line of credit instrument trust deed, security agreement, fixture filing, and assignment of rents dated as of June 13, 2006, and executed and delivered by Donald N. Bauhofer, as grantor, to and in favor of Lender, granting to Lender perfected security interests in and liens against certain real property and improvements as more particularly and legally described therein, and recorded in the official real property records of Klamath County, State of Oregon on June 20, 2006, as instrument number M06-12620 (as amended and restated by that certain written and recorded modification of trust deed dated July 25, 2007, and recorded in the official real property records of Klamath County, State of Oregon on August 3, 2007, as instrument number 2007-013731, the "**Trust Deed**"). Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between Grantor and Grantee with respect to the Property which affects the absolute nature of the conveyance hereby made.

31amt

**IT IS THE EXPRESS INTENTION OF GRANTOR IN EXECUTING THIS DEED, AND GRANTEE IN ACCEPTING THIS DEED, THAT GRANTEE'S FEE INTEREST IN THE PROPERTY AND GRANTEE'S LIEN ON THE FEE INTEREST IN THE PROPERTY AS EVIDENCED BY THE TRUST DEED (TO WHICH GRANTEE IS THE SUCCESSOR BENEFICIARY) ARE AND SHALL AT ALL TIMES REMAIN DISTINCT AND SEPARATE AND THAT THERE SHALL BE NO MERGER OF GRANTEE'S INTEREST IN THE TRUST DEED, OR IN THE PROPERTY. UPON THE EXECUTION AND DELIVERY BY GRANTOR OF THIS DEED, THE TRUST DEED SHALL NOT BE RELEASED OR RECONVEYED, BUT SHALL REMAIN IN FULL FORCE AND EFFECT.**

Grantor expressly represents and warrants that it has had fair and ample opportunity to seek the advice of legal counsel and accounting and financial advisors of Grantor's own choosing pertaining to the negotiations for the preparation of this Deed and that it has through its authorized officer read this Deed and is fully aware of its contents and legal effect and that it is not acting under any misapprehension as to the legal affect of this Deed, nor under any duress, undue influence, or misrepresentation of Grantee, Grantee's agents or attorneys or any other person.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and any common law or statutory rights of redemption pertaining to the Property and the Trust Deed.

**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 AND TO DETERMINE ANY LIMITATIONS ON THE USE OF THE PROPERTY.**

Dated as of this 31<sup>st</sup> day of December, 2008.

**"GRANTOR"**

  
**Donald N. Bauhofer**

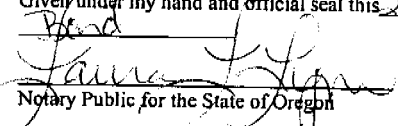


STATE OF OREGON )

County of Deschutes ) ss.  
)

On this day before me, the undersigned Notary Public, personally appeared Donald N. Bauhofer, to me known to be the individual described in and who executed this Bargain and Sale Deed as his free and voluntary act and deed.

Given under my hand and official seal this 23<sup>rd</sup> day of January, 2009, by Laura L. Lynn Residing at Band

  
Notary Public for the State of Oregon

My commission Expires: Sept 23, 2010

# **EXHIBIT A**

## **LEGAL DESCRIPTION**

**LOTS 1300 THROUGH 1305, Tract 1444, Running Y Resort Phase 4, 4<sup>th</sup> Addition,  
according to the official plat thereof on file in the office of the County Clerk of Klamath  
County, Oregon**