

2009-008435

Klamath County, Oregon



00068030200900084350030036

After recording return to and send all tax statements to the following address

Karl Kirchem  
7829 Skycrest Drive  
Klamath Falls, OR 97601

06/17/2009 03:38:34 PM

Fee: \$31.00

1st 1396380

STATUTORY  
BARGAIN AND SALE DEED

First Horizon Home Loans, a division of First Tennessee Bank National Association,, Grantor, as to a fee simple interest, conveys to **Mike Hilmer**, Grantee(s), the following described real property:

Lot 4, Block 2, Tract No. 1034, LAKEWOODS SUBDIVISION UNIT NO. 1, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

Property ID No: R71353

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 LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is \$221,500.00(See ORS 93.030).

Dated this 10th day of June, 2009

First Horizon Home Loans, a division of First Tennessee Bank National Association,

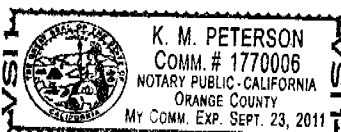
By [Signature] U.S. Real Estate Services, as Agent and Attorney in Fact

STATE CA

County of Orange

ss.

On this 10th day of June, 2009, before me personally appeared Rida Sharaf (NAME), as Auth. Signor (TITLE) of USRES (COMPANY), to me known to be the individual who executed the foregoing instrument as Attorney in Fact for First Horizon Home Loans, a division of First Tennessee Bank National Association, and acknowledged that he/she signed the same as his/her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath states that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not incompetent. Given under my hand and official seal the day and year last above written.



[Signature]  
Notary name printed or typed: K.M. Peterson  
Notary Public in and for the State of CA  
Residing at Orange county  
My appointment expires 9/23/11

F31-

## LIMITED POWER OF ATTORNEY

First Horizon Home Loans, a division of First Tennessee Bank National Association (hereinafter, "Company"), with its principle place of business located at 4000 Horizon Way, Irving, TX 75063, constitutes and appoints all individuals with the signatory authority of Regional Vice President, Vice President or above who are employees of US Real Estate Services, and such other person or persons as any of them shall designate from time to time, and each of them, any of whom may act alone, the true and lawful attorney's-in-fact of Company, with respect to any interest that Company currently has or hereafter may have to do or perform in the name, place and stead and for its use and benefit, to execute, endorse and acknowledge all documents customarily and reasonably necessary and appropriate for the facilitation of the disposal of properties owned by or serviced by the Company. Such power shall include, but not be limited to the following:

1. The facilitation of the marketing and disposal properties (i) owned by the Company (ii) or serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties, for such price and to such person or persons as the attorney in fact shall deem proper and convenient, including the execution, acknowledgment, delivery, filing, and recordation of a deed or deeds of conveyance, agreements of sale and other ancillary documents necessary for the absolute sale and disposal of the properties, or any part thereof, with such clause or clauses, and agreement or agreements as the attorney in fact shall deem proper and expedient. To perform all other acts necessary to be done in regard to such powers, as amply and fully to all intents and purposes as the Company could do if personally present;
2. The facilitation of the maintenance of properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties, including the making of any contract or agreement that, in the opinion of the attorney in fact, is necessary or proper to be entered into for the repair or maintenance of such properties, and pursuant thereto, to execute any and all papers or documents pertaining to any such repair or maintenance and in connection with this to do all acts necessary to execute, deliver, acknowledge, file, and record such papers or documents pertaining to any such repair or maintenance and in connection with this to do all acts necessary to execute, deliver, acknowledge, file and record such papers or documents when necessary;
3. The facilitation of the collection, demand and other actions necessary or desirable to collect any or all sums of money that may now be or hereafter become due and owing pursuant to rental arrangements and mortgage or hazard insurance contracts;
4. The facilitation of the eviction of occupants from properties (i) owned by the Company or (ii) serviced by the company for other pursuant to an agreement that authorizes the Company to dispose of such properties and the oversight of contested litigation matters relation to properties owned by the Company or serviced by the Company for others as previously set forth;
5. The facilitation of any special Company financing Company may offer with respect to the sale of properties (i) owned by the Company or (ii) serviced by the company for others pursuant to an agreement that authorizes the Company to dispose of such properties; and
6. The endorsement, cashing, negotiating and dealing with all checks, money orders and other forms of payment of any kind in connection with the facilitation of the marketing and disposal of properties (i) owned by the Company or (ii) serviced by the company for others pursuant to an agreement that authorizes the Company to dispose of such properties.

The undersigned gives to said attorney's-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming that all said attorneys-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of attorney's-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

## LIMITED POWER OF ATTORNEY

Any photocopy or other reproduction of the Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing or otherwise utilizing the same.

IN WITNESS WHEREOF, the undersigned First Horizon Home Loans, a division of First Tennessee Bank National Association has caused these presents to be signed in its name by its undersigned officers this 21st day of February, 2008.

### COMPANY NAME

First Horizon Home Loans, a division of First Tennessee Bank National Association

By: Anita Miller

Name: Anita Miller

Title: Vice President

Witness: [Signature]

Witness: [Signature]

State of Texas :  
County of Dallas : ss.

On this 24 day of March, 2008, before me, the undersigned, a Notary in and for the State

and County aforesaid, personally appeared First Horizon Home Loans, a division of First Tennessee Bank National Association, by

Anita Miller its Vice President, and acknowledged the

execution of the foregoing instruments.

WITNESS my hand and official seal.

[Signature]

My Commission Expires: 8/27/11

