

2009-011421

Klamath County, Oregon



00071630200900114210070076

08/25/2009 03:11:18 PM

Fee: \$51.00

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Jeffrey C. Gardner
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204-3219

UNTIL A CHANGE OF ADDRESS IS
REQUESTED, SEND ALL TAX STATEMENTS TO:

Bank of the Cascades
1070 NW Bond Street, Suite 301
Bend, OR 97701

1st 2009

BARGAIN & SALE DEED
[Non-Merger Deed in Lieu of Foreclosure]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
DONALD A. GILMER and SUSY R. GILMER, adult individuals, (collectively, "**Grantors**"),
convey to **BANK OF THE CASCADES**, an Oregon state-chartered bank ("**Grantee**"), the real
property in Deschutes County, Oregon legally described below (the "**Property**"):

Lot 6, Block 18, THIRD ADDITION RIVER PINE ESTATES, according to the
official plat thereof on file in the office of the County Clerk of Klamath County,
Oregon.

The Property is subject to the liens and encumbrances set forth on Exhibit 1. The true consideration
of this conveyance consists of other property or other value given or promised.

This Bargain & Sale Deed [Non-Merger Deed in Lieu of Foreclosure] ("**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. Grantors have conveyed the
Property to Grantee for a fair and adequate consideration, in addition to that above recited, being
the agreement by Grantee to take no action to enforce against Grantors under that certain Line of
Credit Instrument dated as of May 19, 2006, and recorded on May 25, 2006, in the property records
of Klamath County, Oregon, as instrument number M06-10584 (the "**Deed of Trust**"). Grantors
declare that this conveyance is freely and fairly made, and that there are no agreements, oral or
written, other than this Deed between Grantors and Grantee with respect to the Property which
affects the absolute nature of the conveyance hereby made.

**IT IS THE EXPRESS INTENTION OF GRANTORS 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 DEEDS OF TRUST (TO WHICH GRANTEE IS THE
BENEFICIARY) ARE AND SHALL AT ALL TIMES REMAIN DISTINCT AND
SEPARATE AND THAT THERE SHALL BE NO MERGER OF GRANTEE'S INTEREST
IN THE DEEDS OF TRUST, OR IN THE PROPERTY. UPON THE EXECUTION AND**

F51-

DELIVERY BY GRANTORS OF THIS DEED, THE DEEDS OF TRUST SHALL NOT BE RELEASED OR RECONVEYED, BUT SHALL REMAIN IN FULL FORCE AND EFFECT.

Grantors represent and warrant that Grantors have had fair and ample opportunity to seek the advice of counsel of Grantors' own choosing pertaining to the negotiations for the preparation of this Deed and that Grantors have read this Deed and are fully aware of its contents and legal effect and that Grantors are 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.

Grantee has not and does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations which relate to or attach to the Property.

Grantors waive, surrender, and relinquish any equity of redemption and statutory rights of redemption that Grantors may have in connection with the Property.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

[Remainder of page intentionally left blank. Signature pages follow.]

Dated as of this 18 day of August, 2009.

GRANTORS:

Donald A. Gilmer
Donald A. Gilmer

State of California

County of _____)

On _____ before me,
(insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED

Signature _____ (Seal)

[Additional signature page follows.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

On

08-18-09

Date

before me,

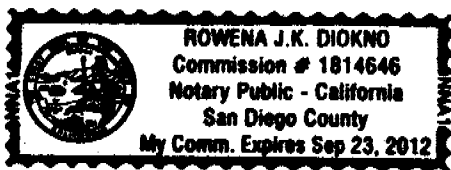
Rowena J.K. Diokno Notary Public

Here Insert Name and Title of the Officer

personally appeared

Donald A. Gilmer

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Buyer's Sale Deed (Non-mega in lieu of Foreclosure)

Document Date:

8-18-09

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

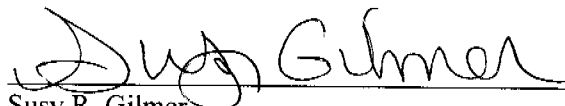
☐ Guardian or Conservator


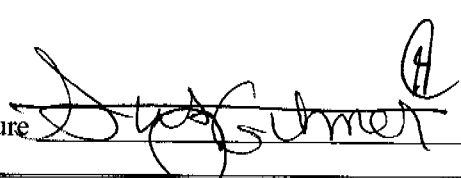
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here


Susy R. Gilmer

State of California	
County of _____)	
On _____ before me, _____	
(insert	name and title of the officer) personally appeared
_____, who proved to me on the basis of	
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument	
and acknowledged to me that he/she/they executed the same in his/her/their authorized	
capacity(ies), 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.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the	
foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
	
Signature	 (Seal)

[Remainder of page intentionally left blank. Exhibit follows.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

On

8-18-09

Date

before me,

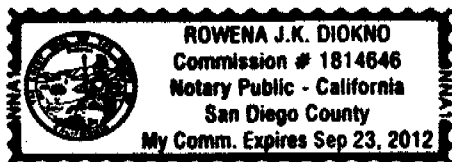
Rowena J.K. Diokno, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Susy R. Gilmer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Exhibit 1
Liens and Encumbrances

Taxes for the fiscal year 2009-2010, a lien due, but not yet payable.

Reservation, including terms and provisions contained therein:

Recording Information: March 28, 1951 in Volume 246 Page 165, Deed Records of Klamath County, Oregon

From: The Shevlin Hixon Company to Brooks-Scanlon, Inc.

As follows: "...subject to any and all railroad rights of way and easements for public and private roads and highway, logging road, telephone, telegraph and power lines, if any there may be, in addition to those hereinabove specifically set out created by instruments or proceedings shown by the public records of Klamath County, Oregon or evidenced by actual occupancy or use; and is also made subject to any and all exceptions and reservations contained in any patent to any of said lands from the United States of America."

Restrictions shown on the recorded plat/partition of Third Addition to River Pine Estates.

Reservations and Restrictions in the dedication and shown on the plat of Third Addition to River Pines Estates, as follows: "...said plat being subject to building setback lines, irrigation easement, road easement and street reservation strip as shown on annexed map."

Easement, including terms and provisions contained therein:

Recording Information: June 05, 1973 in Volume M73 Page 6939, Deed Records of Klamath County, Oregon

In Favor of: Midstate Electric Cooperative, Inc.
For: power line

Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: June 05, 1973 in Volume M73 Page 6940, Deed Records of Klamath County, Oregon

Line of Credit Trust Deed, including the terms and provisions thereof, given to secure an indebtedness of up to \$40,500.00

Grantor: Donald A Gilmer and Susy R Gilmer

Beneficiary: Bank of the Cascades

Trustee: First American Title Co

Dated: May 19, 2006

Recorded: May 25, 2006

Recording Information: Volume M06 Page 10584, Records of Klamath County, Oregon