

2011-008306

Klamath County, Oregon



00104707201100083060050053

07/15/2011 10:12:25 AM

Fee: \$57.00

After Recording Return to:
Daniel O'Connor
823 Alder Creek Dr.
Medford, OR 97504

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

Wayne A. Zimmers and
Pamla J. Zimmers,
As Trustees of the
Zimmers Loving Trust,
4122 Hemlock Drive
Medford, Oregon 97504

BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE
Non-Merging

David L. Flagor and Kacie R. Flagor, as husband and wife, hereinafter called the "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, given by **Wayne A. Zimmers and Pamla J. Zimmers, as Trustees of the Zimmers Loving Trust, dated November 23, 2009**, hereinafter called "Grantee", does hereby grant, bargain, sell and convey unto said Grantee and Grantee's successors and assigns, that certain real property, with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described in **Exhibit "A"**, attached hereto and by this reference incorporated as though fully set forth herein, to have and to hold the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

Grantor hereby covenants to and with said Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above described real property.

Grantor covenants that this deed is absolute in effect and conveys fee simple title of the above described real property to the Grantee, and does not operate as a mortgage, trust conveyance or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the following:

Trust Deed, including the terms and provisions thereof, given to
secure a promissory note in the amount of \$124,100.00 with
interest thereon;

Dated: October 26, 2006
Recorded: November 6, 2006, as Document No.
2006-022187

Grantor: David L. Flagor and Kacie R. Flagor,
As husband and wife,
Trustee: Lawyers Title Insurance Corporation,
a Virginia corporation,
Beneficiary: Wayne A. Zimmers

The aforementioned Trust Deed being modified pursuant to an instrument entitled Modification of Promissory Note and Deed of Trust;

Dated: February 1, 2010
Recorded: March 11, 2010, as Document No.:
2010-003156
Grantor: David L. Flagor and Kacie R. Flagor,
As husband and wife,
Trustee: Lawyers Title Insurance Corporation,
a Virginia corporation,
Beneficiary: Wayne A. Zimmers

The beneficial interest of Wayne A. Zimmers in the Trust Deed being assigned by an instrument entitled Assignment of Promissory Note and Deed of Trust;

Dated: March 25, 2010
Recorded: March 26, 2010, as Document No.
2010-003757
Assignor: Wayne A. Zimmers
Assignee: Wayne A. Zimmers and Pamliia J.
Zimmers, as Trustees of the Zimmers
Loving Trust, dated November 23,
2009,

By acceptance of this deed, Grantee covenants and agrees that Grantee shall forever forebear taking any action whatsoever to collect against Grantor on the promissory note given to secure the trust deed described above, other than by foreclosure of that trust deed, and that in any proceeding to foreclose the trust deed, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, or Grantor's heirs or assigns, such rights and remedies being hereby waived.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the real property and trust deed described above.

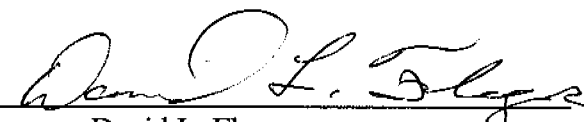
Grantor is not acting under any misapprehension as to the legal effect of this deed nor under any duress, undue influence or misrepresentation of Grantee, Grantee's agents or attorney's, or any other person.

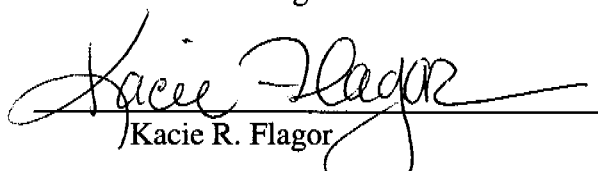
In construing this deed, and where the context so requires, the singular includes the plural, and all grammatical changes shall be implied to make the provisions hereof apply to corporations and individuals.

Grantee shall not be deemed to have accepted this deed until such acceptance is acknowledged by Grantee's execution of this deed as provided below and by the subsequent recording of this deed at Grantee's request.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

IN WITNESS WHEREOF, the undersigned has signed this instrument on this _____ day of July 11, 2011.


David L. Flagor


Kacie R. Flagor

"Grantor"

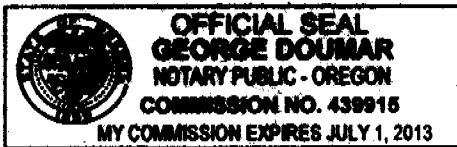
(NOTARIES ON FOLLOWING PAGE)

STATE OF OREGON)
) ss.
County of Klamath)

July 11, 2011

Personally appeared the above named David L. Flagor and acknowledged his execution of said instrument to be his voluntary act and deed.

Before me:



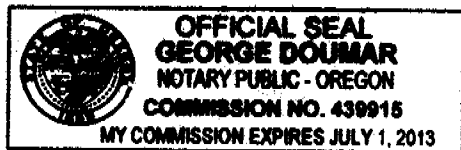
George Doumar
Notary Public for Oregon
My Commission Expires: July 01, 2013

STATE OF OREGON)
) ss.
County of Klamath)

July 11, 2011

Personally appeared the above named Kacie R. Flagor and acknowledged his execution of said instrument to be his voluntary act and deed.

Before me:



George Doumar
Notary Public for Oregon
My Commission Expires: July 01, 2013

Acceptance of this Deed is hereby acknowledged by Grantee.

Date: 7-14, 2011

Wayne A. Zimmers Trustee

Ramlia J. Zimmers Trustee

Wayne A. Zimmers and Ramlia J.
Zimmers, as Trustees of the Zimmers
Loving Trust, dated November 23,
2009,

"Grantee"

EXHIBIT "A"

That part of the NW $\frac{1}{4}$ of Section 23, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon, lying southeasterly of Highway 140 as now located.

Code 114 Map 3811-V2300, TL 00300 Kay #483989