

Q MTL 96527

AFTER RECORDING RETURN TO:

Randy R. Goodrich and
Michelle A. Goodrich
4645 Peck Drive
Klamath Falls, OR 97603

2013-001494

Klamath County, Oregon

02/08/2013 01:26:58 PM

Fee: \$77.00

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**

Randy R. Goodrich and
Michelle A. Goodrich
4645 Peck Drive
Klamath Falls, OR 97603

TRANSACTION TITLE:	BARGAIN AND SALE DEED
GRANTOR:	BANK OF AMERICA, N.A. 600 Anton, Suite 100 Costa Mesa, CA 92626
GRANTEE:	RANDY R. GOODRICH and MICHELLE A. GOODRICH 4645 Peck Drive Klamath Falls, OR 97603
TAX ACCOUNT NUMBERS:	Map No. R-3909-002CB-07700-000, Property ID No. R520056
TRUE AND ACTUAL CONSIDERATION:	\$30,000.00

BARGAIN AND SALE DEED

BANK OF AMERICA, N.A., a national banking association, Grantor, conveys to **RANDY R. GOODRICH** and **MICHELLE A. GOODRICH**, husband and wife, Grantee (and sometimes referred to as "Buyer" herein), real property situated in the County of Klamath, State of Oregon, legally described on Exhibit A attached hereto and made a part hereof.

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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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

2.7 Amt

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Grantee, in accepting this Bargain and Sale Deed and the conveyance hereunder, does hereby agree and confirm, jointly and severally for the benefit of Grantor, that Grantee has agreed with and for the benefit of Grantor as follows in connection with Grantee's purchase of the above-described property, which provisions survive the closing of the sale and the delivery and recordation of this Bargain and Sale Deed:

BUYER IS ADVISED THAT THE PROPERTY IS BEING OFFERED FOR SALE BY BANK OF AMERICA, N.A. ("SELLER"), WHICH WAS THE LENDER FOR THE PROPERTY, AND NOT BY THE PRIOR OWNER, DONALD L. STROUD AND LOIS M. STROUD, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY ("PRIOR OWNER"). SELLER ACQUIRED THE PROPERTY FROM PRIOR OWNER BY FORECLOSURE. BUYER ACKNOWLEDGES THAT:

(i) SELLER IS NOT THE BUILDER OF THE PROPERTY. SELLER HAS NOT DESIGNED, DEVELOPED, CONSTRUCTED, OR INSPECTED THE PROPERTY, WITH THE POSSIBLE EXCEPTION OF CAUSING MINOR COSMETIC AND CLEANUP WORK TO BE PERFORMED ON THE PROPERTY THAT WAS NEEDED TO PREPARE THE PROPERTY FOR SALE. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING THE CONDITION OF THE PROPERTY, WHICH IS BEING SOLD TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS."

(ii) WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER SPECIFICALLY AND COMPLETELY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, STATUTORY WARRANTIES, WARRANTIES ARISING BY OPERATION OF LAW, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF CONSTRUCTION, THE ABSENCE OF "CONSTRUCTION DEFECTS" (AS DEFINED BELOW) OR OTHERWISE.

(iii) "CONSTRUCTION DEFECTS" SHALL MEAN ANY LATENT OR PATENT DEFECT OR FLAW IN THE DESIGN, MANUFACTURE, CONSTRUCTION, REPAIR, MODIFICATION OR IMPROVEMENT OF ANY OF THE IMPROVEMENTS LOCATED IN OR ON THE PROPERTY OR THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, ANY DEVIATION IN MATERIALS OR CONSTRUCTION FROM THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS, ANY ERROR IN DESIGN, AND ANY DEFECT OR FLAW IN DESIGN, MATERIALS AND/OR CONSTRUCTION THAT RESULTS IN THE INCURSION OF WATER OR VAPOR OR THE COLLAPSE OR OTHER FAILURE OF ANY STRUCTURAL OR OTHER ELEMENT OF THE PROPERTY OR THE COMMUNITY.

B. RELEASE. TO THE FULLEST EXTENT PERMITTED BY LAW:

(a) BUYER, ON BEHALF OF BUYER AND BUYER'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "BUYER PARTIES") AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY RELEASES SELLER AND SELLER'S AFFILIATES, PARENT COMPANIES AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THE BEHALF OF EACH OF THE FOREGOING (COLLECTIVELY, THE "SELLER PARTY/PARTIES") FROM ANY AND ALL CLAIMS THAT BUYER, ANY BUYER PARTY OR ANYONE CLAIMING BY, THROUGH OR UNDER BUYER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY SELLER PARTY ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, LATENT OR OTHERWISE, WHETHER GEOTECHNICAL, SEISMIC OR OTHERWISE, AFFECTING THE PROPERTY OR ANY PORTION THEREOF OR ANY COMMON AREA ASSOCIATED THEREWITH, INCLUDING, WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS WHICH WERE (i) DESCRIBED OR REFERRED TO IN THE ENVIRONMENTAL REPORT OR IN ANY ENVIRONMENTAL REPORT OBTAINED BY BUYER; OR (ii) REASONABLY DISCOVERABLE BY PRUDENT INVESTIGATION DURING THE DUE DILIGENCE PERIOD; OR (iii) OTHERWISE DISCLOSED BY SELLER TO BUYER OR DISCOVERED BY BUYER AT ANY TIME PRIOR TO THE CLOSING; AND (2) THE ITEMS DESCRIBED IN SECTION A ABOVE.

(b) THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS RELEASE. BUYER HEREBY EXPRESSLY WAIVES ANY RIGHT BUYER MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT IN CONNECTION WITH THE RELEASE GIVEN IN THIS ARTICLE.

(c) IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATIONS TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. IT IS NOT CONTEMPLATED THAT THE PURCHASE PRICE WILL BE INCREASED IF COSTS TO BUYER ASSOCIATED WITH THE PROPERTY PROVE TO BE LESS THAN EXPECTED NOR WILL THE PURCHASE PRICE BE REDUCED IF THE BUYER'S PLAN FOR THE PROPERTY LEADS TO HIGHER COST PROJECTIONS."

Each and all of the obligations, acknowledgments, waivers and releases of Grantee herein set forth shall be covenants running with the above-described property, it being understood that the obligations, acknowledgments, waivers and releases confirmed by Grantee herein, will automatically pass to and be binding upon Grantee's successors in title in the above-described property, whether such successors acquire title by foreclosure, or otherwise, and shall be binding upon the Grantee above named as well as Grantee's devisees, executors, administrators, successors and assigns.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant only (i) that after acquired title to the property is also being conveyed; (ii) that the Grantee will enjoy quiet and peaceful possession against Grantor's heirs and assigns; (iii) that there are no encumbrances arising by, through or under Grantor except as described in Exhibit B; and (iv) against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, but not otherwise, Grantor will forever warrant and defend the said described real estate.

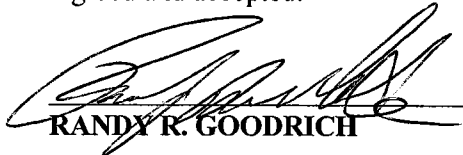
Dated this 4 day of February, 2013.

GRANTOR:

BANK OF AMERICA, N.A., a national banking association

By: _____
Christopher W. Willis
Vice President

Agreed and accepted:



RANDY R. GOODRICH



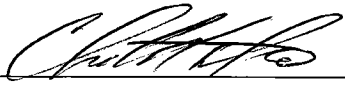
MICHELLE A. GOODRICH

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant only (i) that after acquired title to the property is also being conveyed; (ii) that the Grantee will enjoy quiet and peaceful possession against Grantor's heirs and assigns; (iii) that there are no encumbrances arising by, through or under Grantor except as described in Exhibit B; and (iv) against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, but not otherwise, Grantor will forever warrant and defend the said described real estate.

Dated this 4th day of February, 2013.

GRANTOR:

BANK OF AMERICA, N.A., a national banking association

By: 
Christopher W. Willis
Vice President

Agreed and accepted:

RANDY R. GOODRICH

MICHELLE A. GOODRICH

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 5, 2013, before me, Denise Lee Davey, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER W. WILLIS, 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.

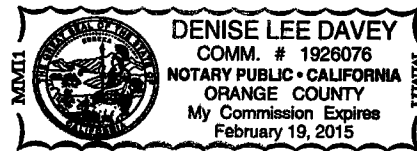
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

Denise Lee Davey
Denise Lee Davey
(typed or printed)



(Seal)

STATE OF Oregon
COUNTY OF Klamath ss.

I certify that I know or have satisfactory evidence that RANDY R. GOODRICH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/4/13

Emily Coe

(Print Notary Name) Emily Coe

Notary Public in and for the State of Oregon

Residing at 300 Klamath Falls OR 97601

My appointment expires May 13, 2016



STATE OF Oregon
COUNTY OF Klamath ss.

I certify that I know or have satisfactory evidence that MICHELLE A. GOODRICH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/4/13

Emily Coe

(Print Notary Name) Emily Coe

Notary Public in and for the State of Oregon

Residing at 300 Klamath Falls OR 97601

My appointment expires May 13, 2016



EXHIBIT A

Legal Description of Property

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the NW1/4 SW1/4 of Section 2, Township 39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at the brass plug marking the West quarter corner of said Section 2; thence South 0° 13' East along the Westerly line of said Section 2, a distance of 53 feet; thence North 89° 47' East, a distance of 30.00 feet to an iron pin on the Easterly right of way line of Summers Lane and the true point of beginning; thence continuing North 89° 47' East to the Westerly right of way line of U.S.B.R. "A" Canal; thence Southeast along the Westerly right of way line of said canal to the Northeast corner of that certain tract conveyed to Smith & Westvold by deed recorded January 28, 1964, in Deed Volume 350 at Page 590; thence South 89° 47' West 82.38 feet to the Westerly right of way line of Summers Lane, thence North 0° 13' West along the right of way line 159 feet; more or less to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded May 6, 1964 in Volume 352 Page 573, records of Klamath County, Oregon.

EXHIBIT B

Permitted Exceptions

1. Non-delinquent general and special real property taxes and public and private assessments.
2. All other covenants, conditions, restrictions, easements, reservations, dedications, rights and rights-of-way of record, or discoverable by inspection or survey.