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2014-000072

Klamath County, Oregon

01/06/2014 12:12:55 PM

Fee: \$52.00

After Recording Return to

Joseph E. Kellerman

Hornecker, Cowling, Hassen & Heysell, LLP

717 Murphy Road

Medford, OR 97504

Send Tax Statements To:

PremierWest Bank

P.O. Box 40

Medford, OR 97501

DEED IN LIEU OF FORECLOSURE

The S & H Group, Inc. a Washington corporation, Grantor, hereby conveys to PremierWest Bank, Grantee, the real property described in Exhibit A attached hereto and incorporated herein by this reference, subject only to those matters appearing on the attached Exhibit A.

This deed is absolute in effect and conveys fee simple title of the premises described on Exhibit A hereto and does not operate as a mortgage, trust conveyance, or security of any kind. Grantor is the owner of the premises, free of all encumbrances, except those matters set forth in Exhibit A hereto.

The consideration for this conveyance is good and valuable and is recited in Forbearance Agreement and Covenant not to Execute ("Agreement") executed contemporaneously herewith of the obligations Grantor is liable to Grantee under the promissory note secured by trust deed recorded on the 30th day of December, 2008 as instrument number 2008-016957 of the official records of Klamath County, Oregon. Said note and trust deed are in default.

Unless there shall be liens upon the real property junior to the trust deed above described, the acceptance by Grantee of this deed partially satisfies said note and trust deed in an amount to be determined by appraisal as specified in the Agreement, the beneficial interest of which is held by Grantee described above.

This deed does not effect a merger of the fee ownership and the lien of the trust deed described above. If there shall be liens against said property junior to the lien of the trust deed described above, this deed shall not affect the partial satisfaction (as specified above and in the Agreement) of the promissory notes secured thereby or the trust deed terms nor merger of the fee ownership and the lien of the trust deed described above. Rather, the fee and the lien shall hereafter remain separate and distinct.

By acceptance of this deed, Grantee covenants and agrees that it shall forever forbear taking any action to collect that portion of the promissory note partially satisfied as specified above and in the Agreement against Grantor.

Grantor waives, surrenders, conveys and relinquishes any equity of redemption and any statutory rights of redemption concerning the real property and the trust deed described above,

F.
57.00

including any right of reinstatement should the trust deed hereafter be foreclosed by advertisement and sale.

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 agent or attorney, or any other person.

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. 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.

GRANTOR

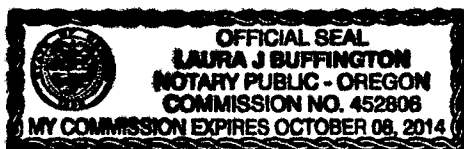
S & H Group, Inc.

By: William D. Huyette
Its Authorized Representative

THE S & H GROUP, INC.; Pres.

STATE OF Oregon)
County of Clackamas) ss.

On this 6th day of June, 2011, William D. Huyette authorized representative of S & H Group, Inc., personally appeared in the above-named matter and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Laura J. Buffington
Notary Public for Oregon
My commission expires: 10-8-14

Exhibit A

Parcel 1:

Lots 60, 69, 70, 71, 72, 73, 74, 75, 76, 77, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 129, CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

AND vacated Lots 147 thru 162 of CREGAN PARK in the SW1/4 NW1/4 Section 7, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 2:

Lots 52 to and including Lot 59; Lots 61 to and including Lot 68; Lots 78 to and including Lot 85; Lots 95 to and including Lot 98; Lots 101 and 102 and Lots 120 to and including Lot 128, All in CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Vacated Lots 138 to and including Lot 146; vacated Lots 163 to and including Lot 171 of CREGAN PARK in the SW1/4 NW1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 3:

Parcels 1 and 2 of Land Partition 60-07 being a portion of vacated Lots 99 and 100 of CREGAN PARK situated in the SW1/4 NW1/4 Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.