

**BILL OF SALE / DEED**

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**THIS BILL OF SALE** made Document Date (28 AUG 2003) between MARY L. SCHUCK [Seller Name], of FOLSOM, CA [Seller Address] 6830 OAK AVE. <sup>cc:</sup> FOLSOM, CA. 95630 (the "Seller") and STEPHEN T. SCHUCK [Buyer Name], of FOLSOM, CA. [103 HENDERSON WAY FOLSOM, CA. 95630 Buyer Address] (the "Buyer").

**WHEREAS** the Seller wishes to sell and the Buyer wishes to buy the property, assets and undertaking described in Schedule "A" hereto (collectively the "Assets") for the consideration and on the terms and conditions set forth below:

**NOW THEREFORE THIS BILL OF SALE** witnesses that for good and valuable consideration now paid by the Buyer to the Seller at or before the execution and delivery of this Bill of Sale (the receipt and sufficiency of which is acknowledged), the Seller grants, bargains, sells, assigns, transfers, conveys and sets over to the Buyer the Assets, upon and subject to the following terms and conditions:

1. The Seller covenants, warrants and represents that:
  - (a) the Seller has good and marketable title to the Assets, free and clear of any mortgage, charge, security interest, lien, claim, charge or other encumbrance of any nature or kind whatsoever, save and except the encumbrance referred to in paragraph 2 below;
  - (b) the Seller has the authority to sell the Assets to the Buyer;
  - (c) the Buyer shall, immediately after execution and delivery of this Bill of Sale, have quiet and peaceful possession and enjoyment of the Assets for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any person;
  - (d) the Seller will, from time to time and at all times hereafter, on every reasonable request of the Buyer, make, do and execute or cause to be made, done and executed all further acts, deeds or assurances as may be reasonably required by the Buyer for more effectually and completely vesting in the Buyer the Assets; and
  - (e) it will indemnify and save harmless the Buyer from all costs, damages, expenses and other losses resulting or arising from the breach or untruth of any covenant, warranty or representation made or given by the Seller hereunder.
  
2. The Buyer agrees to assume the existing indebtedness of the Seller to [Name of Person to whom Seller is Indebted having an Encumbrance over the Assets] which is in the amount of \$[Amount of Seller's Indebtedness to Encumbrance Holder] as of the date hereof and acknowledges that such debt is secured by an encumbrance

State of Oregon, County of Klamath  
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 Linda Smith, County Clerk  
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of the date hereof and acknowledges that such debt is secured by an encumbrance over the Assets, which shall remain over the Assets until such indebtedness is repaid in full. The Buyer covenants to repay such indebtedness in accordance with its terms, and to otherwise do and perform all of the obligations of the Seller thereunder.

- This Bill of Sale shall enure to the benefit of the successors and assigns of the Buyer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale as of the date first above mentioned.

		<i>Mary L. Schuck</i>
Witness		[SELLER NAME] MARY L. SCHUCK

		<i>Stephen T. Schuck</i>
Witness		[BUYER NAME] STEPHEN T. SCHUCK

**Schedule "A"**  
**Description and Location of Assets**

CABIN LOCATED AT LOT C-11 ROCKY POINT, OREGON

RECREATION CREEK

FOR THE SUM OF 1 DOLLAR

[Complete Description of Assets]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

01843

State of CALIFORNIA

County of SACRAMENTO

On Jan 2nd 2004 before me, MARGARET A CANUEL NOTARY PUBLIC

personally appeared MARY H. SCHUCK & STEPHEN T. SCHUCK

personally known to me - OR - 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.



WITNESS my hand and official seal.

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: BILL OF SALE

Document Date: JAN 2nd 2004 Number of Pages: 1

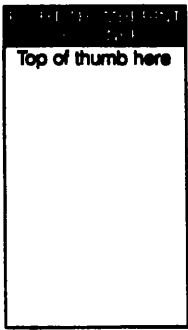
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:



Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

