

At: Ireda C Phillips  
8030-Happy Hollow Rd  
Mt. View, AR 72560

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State of Oregon, County of Klamath  
Recorded 11/22/04 9:31 a m  
Vol M04 Pg 80112-13  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

After Recording, Please RETURN TO:  
Mariah Gayler and Will Hays  
2632 Worden #194  
San Diego, CA 92110  
APN: R-3711-015A0-02100-000  
Mail tax statements to above

## STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **Smile4u, Inc.**, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Mariah Gayler and Will Hays**, hereinafter referred to as Grantee, legally described as:

**LEGAL DESCRIPTION: Klamath Falls Forest Estates Hwy 66 Plat #4, Block 76, Lot 10**

Situate in the County of **Klamath** in the state of **Oregon**

The Grantee accepts the real estate in "as is" condition and where presently located including any improvements, structures, easements, or encumbrances. The Grantor makes no representation about the suitability of the real estate for a particular purpose or the conditions therein. The Grantee has had an opportunity for due diligence and is purchasing this property based on Grantee's judgment and inquiry.

If a court of competent jurisdiction finds any provision, clause, or section of this document to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision, clause, or section illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision, clause, or section shall be considered modified so that it shall become legal, valid, and enforceable. If the offending provision, clause, or section cannot be so modified, it shall be considered deleted from this document. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision, clause, or section this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document.

This executory contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

### JURISDICTION AND VENUE

If litigation is necessary to enforce this agreement, the jurisdiction shall be a court of proper jurisdiction in Whatcom County pursuant to the laws of Washington in force on the date of signing. The prevailing party shall be entitled to all legal costs, including but not limited to; court costs, attorney's fees, service fees, filing fees and all other costs associated with litigation.

### APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

Witness my hand this 9<sup>th</sup> day of November, 2004.

Mark Abbott

Mark Abbott

Acknowledgment - Corporation

State of Washington

County of Whatcom

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2004 by Mark Abbott, President of Smile4u, Inc., a Washington corporation on behalf of the said corporation.



Sherri Svedin

Notary Public

My Commission Expires: 4-22-07