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State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

APN: R-3511-02400-00700-000; R-3511-02400-01300-000

Recording Requested by:

Smile4u, Inc

PO Box 888

Lynden, WA 98264

Mail Tax Statements to above

## STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **Kevin S. Bauer and Julie Bauer**, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Smile4u, Inc., a Washington Corporation**, hereinafter referred to as Grantee, legally described as:

***LEGAL DESCRIPTION: The South Half of the Southwest Quarter of the Northwest Quarter (S1/2SW1/4NW1/4), of Section 24, Twp. 35 South, Range 11 East, Willamette Meridian, Klamath County, Oregon; That portion of the North Half of the Northwest Quarter of the Southwest Quarter lying Northerly of the North line of the County Road, of Section 24, Twp. 35 South, Range 11 East, Willamette Meridian, Klamath County, Oregon***

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).

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Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 X Kevin S. Bauer X Julie Bauer  
 Kevin S. Bauer Julie Bauer

STATE OF IDAHO

County of Jefferson } ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Kevin S. Bauer is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22<sup>nd</sup> day of Feb., 2005.

JAY SIMMONS  
 Notary Public  
 State of Idaho

Notary Signature

Print Name Jay Simmons  
 Notary Public in and for the State of Idaho  
 My appointment expires: June 9, 2007

STATE OF IDAHO

County of Jefferson } ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Julie Bauer is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22<sup>nd</sup> day of Feb., 2005.

JAY SIMMONS  
 Notary Public  
 State of Idaho

Notary Signature

Print Name Jay Simmons  
 Notary Public in and for the State of Idaho  
 My appointment expires: June 9, 2007