State Of Oregon, County Of Klamath

M05-63101

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# Of Pages 2 Fee: \$26.00

After Recording. Please RETURN TO:

QX Kelly B. Gray
P.O. Box 384
Los Olivos, CA 93441

APN: R-3511-015B0-03100-000 Mail tax statements to the above

## STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, Steven Lynn Smith, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Kelly B. Gray Living Trust**, hereinafter referred to as Grantee, legally described as:

**LEGAL DESCRIPTION: Lot 75, Block 5 of Oregon Pines** 

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 the Grantee's judgment and inquiry.

If a court of competent jurisdiction find 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 m not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are not 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 Osceola County pursuant to the laws of Florida 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 Florida (regardless of the choice of law principles of Florida or of any other jurisdiction).

Witness my hand this 20th day of AUGUST	2005
Steven Lynn Smith	
The foregoing instrument was acknowledged before me to AUGUST, 2005 by Steven Lynn Smith.	his 20 <sup>+h</sup> day of
	Notary Public  Notary Public  NOTARY PUBLIC-STATE OF FLORIDA  Jason T. Hoffner  Commission # DD433828  Expires: MAY 25, 2009  Bonded Thru Atlantic Bonding Co. 100