## M05-68905

Klamath County, Oregon 11/14/2005 09:05:13 AM Pages 10 Fee: \$66.00

APN: R259785 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, Rodger J. Gulledge, Jimmy Phillips, Gary Mobley, Thomas Harwood, Elizabeth Sherman, Ruth Beveridge, Joanne Marshall, Theresa Fisher, and Karen Hoffman. 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: Lot 9, Block 2, Klamath Forest Estates

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 iliegal, 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 becomes 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).

Dated this 28 day of OctoBer, 2005
Rodger J. Gulledge
STATE OF CALIFORNIA
} ss. (INDIVIDUAL ACKNOWLEDGEMENT) County of ORANGE
I certify that I know or have satisfactory evidence that RODGER J. Sulled is the person who appeared before me, and said person acknowledged that HE signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this 28 <sup>th</sup> day of OCTOBER, 2005.
CAROLYN A. SHOEMAKER Commission # 1577981 Notary Public — California \$ Orange County My Comm. Expires May 13, 2009  Notary Public in and for the State of

Dated this 17th day of October, 2005  X Sary Mobiley  Gary Mobiley
STATE OF MARYLAND
County of Frederick ss. (INDIVIDUAL ACKNOWLEDGEMENT)
I certify that I know or have satisfactory evidence that <u>Gary Mobley</u> is the person who appeared before me, and said person acknowledged that <u>he</u> signed this instrument and acknowledged it to be <u>his</u> free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this 17th day of October, 2005
Notary Signature Notary Signature
Print Name Kathryn A Murgan
Notary Public in and for the State of Maryland
My appointment expires: $12/4/00$

Dated this 27 day of October, 2005.
X Man Scholler Thomas Harwood
STATE OF MARYLAND
County of Caroll ss. (INDIVIDUAL ACKNOWLEDGEMENT)
I certify that I know or have satisfactory evidence that Thomas J. Harwood is the person who appeared before me, and said person acknowledged that He signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this 27th day of October, 2005.  Notary Signature
Print Name Vern F. Miller Jr.
Notary Public in and for the State of
My appointment expires: March 4th, 2007

Dated this 14 day of October, 2005.  X Jimmy Phillips
County of New State  I certify that I know or have satisfactory evidence

Dated this 17th day of October	2005
x Elizabeth & Sterna	
Enzabeth Sherman	

	STATE OF MARYLAND
	County of Heduic ss. (INDIVIDUAL ACKNOWLEDGEMENT)
	I certify that I know or have satisfactory evidence that <u>Elizabeth K Sherman</u> is the person who appeared before me, and said person acknowledged that <u>She</u> signed this instrument and acknowledged it to be <u>her</u> free and voluntary act for the uses and purposes mentioned in the
	instrument.
	Dated this 17 day of October, 2005
	Chewta & Rhen
3.	Notary Signature
	Print Name Christa J Rhen
	Notary Public in and for the State of MOILIONCI-
	My appointment expires: 11/29/08
. 16	My appointment expires. 11/21/08
	South the state of

The second second	
Daged this 15 day of OUTHOLD	2005
Pertite Beveridge	
ER CK Beveridge	

En year San Beverlage
STATE OF MARYLAND    ss. (INDIVIDUAL ACKNOWLEDGEMENT)   County of Frederick
I certify that I know or have satisfactory evidence that Buth Beveridge is the person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be _he_r free and voluntary act for the uses and purposes mentioned in the instrument.  Dated this day of _October Doos.
Notary Signature  Print Name Wands L. Flook
Notary Public in and for the State of Maryland My appointment expires: May 30, 200

Dated this 14 day of October 2005.

X Joanne Marshall

Joanne Marshall

STATE OF MARYLAND	
✓ -} ss.	(INDIVIDUAL ACKNOWLEDGEMENT)
County of Mudseick ss.	
I certify that I know or have satisfactor	ory evidence that <u>Foanne Marshall</u> is the
person who appeared before me and	said person acknowledged the Transe
acknowledged it to be her free	said person acknowledged that respect this instrument and and voluntary act for the uses and purposes mentioned in the
instrument.	and voluntary act for the uses and purposes mentioned in the
The same suffit	
Dated this 14 <sup>TH</sup> day of <b>Dotto</b>	
Section of the sectio	Lu 12 miles
	Notary Signature /
	KAREN J. ZERGLEK
	Print Name NOTARY PUBLIC STATE OF MARKAND
	Notary Public in and for the State of Wy Commission Expires September 1,
TO DELEGICATION OF THE PARTY OF	My appointment expires:
Carp of Carp	

Dated this 24 day of OCTOBEN, 2005.  X_Karen Hoffman
STATE OF MARYLAND
County of ** Ss. (INDIVIDUAL ACKNOWLEDGEMENT)
I certify that I know or have satisfactory evidence that LAPEN HOLLING is the person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be NEE free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this 24TH day of OCTOBER, 2005.
Notary Signature
$\sim 1.07 \text{A} \text{A} \sim 1.07 \text{A}$
Print Name CHENGE HARVEY
Notary Public in and for the State of MARYLAND
My appointment expires: 2/1/09

	Dated this 18 day of October, 2005
	x IL Fisher
	Theresa Fisher
	STATE OF MARYLAND
	County of Fredericks (INDIVIDUAL ACKNOWLEDGEMENT)
	I certify that I know or have satisfactory evidence that <u>horeso</u> is the person who appeared before me, and said person acknowledged that <u>she</u> signed this instrument and acknowledged it to be <u>her</u> free and voluntary act for the uses and purposes mentioned in the instrument.
	Dated this 184 day of October 2005.
11.	Notary Signature
	Print Name NOTARY PUBLIC SIAIF OF MARKA AND
	Notary Public in anti-foothission Expires May 5, 2009  My appointment expires: