## M06-02620

Klamath County, Oregon 02/10/2006 10:41:23 AM Pages 3 Fee: \$31.00

APN: R-3711-016B0-01900-000 Recording Requested by: Smile4u Inc. PO Box 888 Lynden, WA 98264 Mail Tax Statements to above

> Rerecorded to correct the Statutory Warranty Deed from Robert L. Bradford and Pauline Bradford to Smile4u, Inc., a Washington Corporation, previously recorded in Vol. M05 and Page 14211 and 14211A.

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State of Oregon, County of Klamath Recorded 03/03/2005  $9:22\alpha$  r Vol M05 Pg 1421/-1/4 Linda Smith, County Clerk Fee \$  $26^{\infty}$  # of Pgs 2

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## STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, Robert L. Bradford and Pauline Bradford, 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 8, Block 5, Klamath Falls Forest Estates High way 66 (ini+ plat No. 1

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 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 25 day of February 2005.  X. Robert L. Bradford  X. Pauline Bradford  Pauline Bradford
STATE OF CALIFORNIA    Section
Dated this 35 day of February 2005.  BONNIE I. BERG Comm. # 1301520 NOTARY PUBLIC · CALIFORNIA Sacramento County My Comm. Expires April 20, 2005  My appointment expires: #/20/2005
STATE OF CALIFORNIA    ss. (INDIVIDUAL ACKNOWLEDGEMENT)   County of Secrement o