

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



ES MTC 13916-7941

Professional Images, Inc

20 Allen St, Ste A

Hawthorn Falls, OR 97001

Grantor's Name and Address

Kenneth &amp; Charlene Gudgeon

PO Box 244

Wittmann, OR 97536-1

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Kenneth &amp; Charlene Gudgeon

PO Box 244

Wittmann, OR 97536-1

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Same As Above

2006-015684

Klamath County, Oregon



00000326200600156840050052

SPACE RESE  
FOR  
RE

08/03/2006 02:48:45 PM

Fee: \$41.00

## WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Professional Images, Inc, And Oregon Corporation hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Kenneth & Charlene Gudgeon hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

Lot 40, Block 128, Hawthorn Falls Forest Estates, Hwy 66, Part 4, Hawthorn County, Oregon

\* See Attached Exhibits A & B \*

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state):

\_\_\_\_\_, and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000. <sup>①</sup> However, the actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☐ part of the (indicate which) consideration. <sup>①</sup> (The sentence between the symbols <sup>①</sup>, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on August 3, 2006; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

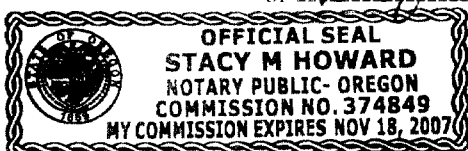
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be affected thereby.

STATE OF OREGON, County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_,

This instrument was acknowledged before me on Aug 3, 2006,by Lynn Tanneras Presidentof Professional Images, Inc.

Notary Public for Oregon

My commission expires

Nov 18, 2007

412.00

## AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made this 2nd day of August, 2006 between **PROFESSIONAL IMAGES, INC.**, whose principal address is: 201 Main St., Ste A, Klamath Falls, Oregon 97601, hereafter designated as SELLER, and **KEN & CHARLENE GUDGEON**, whose mailing address is: PO Box 294, Wittmann, AZ 85361, hereinafter designated as BUYERS.

WITNESS: That SELLER, in consideration of the covenants and agreements hereinafter contained, agrees to sell and convey to BUYERS, and BUYERS agree to purchase the following described real property, as is:

**Legal: Lot 40, block 128, Klamath Falls Forest Estates, Hwy 66, Plat 4, Klamath County, Oregon**

IN CONSIDERATION thereof, BUYERS agree to pay to SELLER the sum of TWENTY THOUSAND Dollars (\$20,000), lawful money of the United States, in the manner set Below: (1) Upon execution and delivery of this Agreement, BUYERS shall pay to SELLER the sum of THREE THOUSAND DOLLARS (\$3,000.00), receipt of which is hereby acknowledged. (2) The further sum of FOURTEEN HUNDRED DOLLARS (\$1,400.00) in monthly installments or more beginning on the 15<sup>th</sup> day of September 2006, and each and every month thereafter, until paid in full. There is no penalty for early pay-off. (3) Interest to accrue from the 15<sup>th</sup> day of September 2006 at the rate of EIGHT PERCENT (8%) in accordance to the attached amortization schedule. (4) SELLER guarantee's free and clear title. (5) No refunds paid by the SELLER. (7) Other terms and conditions of this agreement are included on the reverse side of this agreement.

IN WITNESS THEREOF, said parties have thereto fixed their signatures the day and year first above written.

SELLER	<u><i>[Signature]</i></u>	<u>8/3/06</u>
	PROFESSIONAL IMAGES, INC.	DATE
BUYER	<u><i>[Signature]</i></u>	<u>8-3-06</u>
	SIGNATURE	DATE
BUYER	<u><i>[Signature]</i></u>	<u>8-3-06</u>
	SIGNATURE	DATE



Mackenzie

Mortgage Loan Amortization Scheduler

**Assumptions**

Loan Amount	\$ 17,000	Amortized for	13 Months
Interest Rate	8.000 %	Term	13 Months
Compounded	Monthly	Advance Date	08/15/20
Payment Type	Blended	Interest Adjustment Date	08/15/20
Payment Frequency	Monthly	First Payment Date	09/15/2006
Payment Amount	\$ 1,370	<u>Prepayments</u>	


Period	Due Date	Payment	Principal	Interest	Balance
1	09/15/2006	1,370	1,256	113	15,744
2	10/15/2006	1,370	1,265	105	14,479
3	11/15/2006	1,370	1,273	97	13,206
4	12/15/2006	1,370	1,281	88	11,925
5	01/15/2007	1,370	1,290	79	10,635
6	02/15/2007	1,370	1,299	71	9,336
7	03/15/2007	1,370	1,307	62	8,029
8	04/15/2007	1,370	1,316	54	6,713
9	05/15/2007	1,370	1,325	45	5,388
10	06/15/2007	1,370	1,334	36	4,054
11	07/15/2007	1,370	1,342	27	2,712
12	08/15/2007	1,370	1,351	18	1,360
13	09/15/2007	1,370	1,360	9	0

*Lynn Parker*  
*Kenneth Hodge*  
*Charlene Hodge*



State of Oregon

County of Klamath

On August 3, 2006, Lynn Tanner  
Charlene Gudgeon  
Kenneth Gudgeon personally appeared  S. M. JO  
NOTARY PUBLIC  
COMMISSION  
MY COMMISSION EXPIRES

before me,

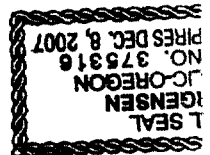
\_\_\_\_\_ who is personally known to me  
 \_\_\_\_\_ whose identity I proved on the basis of State issued ID/Dr. License  
 \_\_\_\_\_ whose identity I proved on the oath/affirmation of  
 \_\_\_\_\_, a credible witness

to be the signer of the above instrument, and he/she acknowledged that he/she signed it.



*Am Jorg*  
Notary Public

My commission expires Dec 8, 2007



### Acknowledgment Certificate

**COVENANTS AND AGREEMENTS  
OF  
AGREEMENT FOR SALE OF REAL ESTATE**

1. BUYERS shall pay all taxes and assessments levied. Tax and Road Association bills shall be paid by BUYERS. All tax and Road Association dues must be kept up to date by BUYERS. If it becomes necessary for SELLER to pay taxes and Road Association dues within five (5) days of the due date, BUYER will be assessed a finance charge of \$50.00.
2. BUYERS shall have no right to cut or harvest trees from the property excepting for their personal use to create room for their personal residence, until such time as the property is paid in full. BUYERS agree to obtain SELLER'S written agreement before ANY trees are removed.
3. BUYERS shall construct no buildings upon the property that do not conform to applicable health and building codes or the county. BUYERS shall follow all county codes. SELLER to approve building site plan.
4. BUYERS understand that per Klamath County Codes, one cannot live on the land without first obtaining a permit for placement, as well as any other permits required by the county at that time.
5. BUYERS will allow no public nuisances to be created upon the property and will not allow the property to become unsightly.
6. IT IS understood and agreed that time is of the essence of this contract, tolerance of late payments is not to be construed as a waiver of this clause, and should BUYERS fail to comply with the terms hereof, then SELLER may, at its option, be released from all obligations in law and in equity to convey said property, and BUYERS shall thereupon be deemed to have waived all rights thereto and all monies paid under this contract shall be deemed as payments to SELLER for the execution of this Agreement, and considered as rental of premises.
7. BUYERS understand that mineral, oil, gas, and other hydrocarbons lying in, under, or upon said property are not owned by SELLER and cannot be conveyed to BUYERS.
8. BUYERS agree to sign an Estoppel Deed in lieu of foreclosure with 90-day grace period extended by SELLER.
9. If legal action should become necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and legal costs expended.
10. SELLER shall have the right to assign this Agreement.
11. During the length and terms of this Agreement, BUYERS cannot sell or rent said property, or assign this Agreement without prior written approval of SELLER.
12. BUYERS understand property is sold AS IS. It is the BUYER'S responsibility to ensure all applicable local and state codes are met.
13. BUYERS are responsible for all Recording and Conveyance fees.