

2007-005392

Klamath County, Oregon



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03/26/2007 08:49:09 AM

Fee: \$26.00

APN: 348172; 349288

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, **Bruce Brian Holtzbach and Blake Sterling Holtzbach, Co-Trustees of The Bruce Brian Holtzbach and Blake Sterling Holtzbach Family Trust Dated May 11, 1999**, 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 19, Block 76, Seventh Addition to Nimrod River Park; Lot 37, Block 76, Seventh Addition to Nimrod River Park***

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 of 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 15 day of March, 2007

X Bruce Brian Holtzbach  
Bruce Brian Holtzbach, Co-Trustee

X Blake Sterling Holtzbach  
Blake Sterling Holtzbach, Co-Trustee

STATE OF ~~NORTH CAROLINA~~ California

County of Riverside } ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Bruce Brian Holtzbach 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 15 day of March, 2007

Trina Fregozo

Notary Signature



Print Name TRINA FREGOZO

Notary Public in and for the State of California

My appointment expires: MAR 23 2008

STATE OF ~~NORTH CAROLINA~~ California

County of Riverside } ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Blake Sterling Holtzbach is the person who appeared before me, and said person acknowledged that SHE signed this instrument and acknowledged it to be Her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 15 day of MARCH, 2007

Trina Fregozo

Notary Signature



Print Name Trina Fregozo

Notary Public in and for the State of California

My appointment expires: MAR 23 2008