

MTC 78942

After recording return to:

DICK, DICK & COREY, LLP

601 Washington St

The Dalles, OR 97058

2007-015789

Klamath County, Oregon



00030848200700157890030031

09/07/2007 11:11:23 AM

Fee: \$31.00

True and actual consideration:

\$39,900.00

Until a change is requested all tax statements shall be sent to:

Hubert and Erma Test

P.O. Box 210

Crescent, OR 97733

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That **PHIL C. TOLENTINO**, hereinafter called the grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **HUBERT C. TEST, SR. and ERMA L. TEST, husband and wife**, hereinafter called grantees, and unto grantees' heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of **Klamath** and State of Oregon, described as follows, to wit:

Lot 11 in Block 1, of Tract No. 1255, RAMEY ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO AND EXCEPTING:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims whether or not shown by the public records.
7. Taxes for the fiscal year 2003-2004, delinquent.
Account No. 2408-025C0-01100-000 Key No.: 476059
Amount: \$258.05 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
8. Taxes for the fiscal year 2004-2005, delinquent.
Account No. 2408-025C0-01100-000 Key No.: 476059
Amount: \$260.14 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
9. Taxes for the fiscal year 2005-2006, delinquent.
Account No. 2408-025C0-01100-000 Key No.: 476059
Amount: \$268.77 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
10. Taxes for the fiscal year 2006-2007, delinquent.
Account No. 2408-025C0-01100-000 Key No.: 476059
Amount: \$273.21 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
11. Mobile Home Taxes for the fiscal year 2003-2004, delinquent.
Account No. M-134556 Key No.: M875167
Amount: \$72.99 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
12. Mobile Home Taxes for the fiscal year 2004-2005, delinquent.
Account No. M-134556 Key No.: M875167
Amount: \$70.18 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
13. Mobile Home Taxes for the fiscal year 2005-2006, delinquent.
Account No. M-134556 Key No.: M875167

31.00

- Amount: \$82.82 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
14. Mobile Home Taxes for the fiscal year 2006-2007, delinquent.
Account No. M-134556 Key No.: M875167
Amount: \$84.51 plus interest Code No.: 048
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
15. Right of Way Easement, subject to the terms and provisions thereof:
Dated: May 10, 1989
Recorded: June 29, 1989
Volume: M89, page 11705, Microfilm Records of Klamath County, Oregon
In Favor of: Midstate Electric Cooperative, Inc.
16. The effect of Affidavit, subject to the terms and provisions thereof:
Dated: May 15, 1990
Recorded: May 18, 1990
Volume: M90, page 9517, Microfilm Records of Klamath County, Oregon
By: Midstate Electric Cooperative, Inc.
17. Any improvement located upon the insured property which is described or defined as a Mobile Home under the provisions of Chapter 803 and 820, Oregon Revised Statutes, and is subject to registration as provided therein.
18. A Personal Property Tax Warrant for the amount herein stated, plus interest and statutory charges:
Warrant No.: 97-455
Recorded: July 24, 1997
Volume: M97, page 23372, Microfilm Records of Klamath County, Oregon
Amount: \$95.00
Debtor: Phil C. Tolentino
Creditor: Klamath County Tax Collector
Account No.: M875167
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
19. A Personal Property Tax Warrant for the amount herein stated, plus interest and statutory charges:
Warrant No.: 99-1011
Recorded: May 11, 1999
Volume: M99, page 18356, Microfilm Records of Klamath County, Oregon
Amount: \$91.16
Debtor: Phil C. Tolentino
Creditor: Klamath County Tax Collector
Account No.: M875167
which, if not paid as of the date hereof, grantees agree to assume said obligation and to pay said obligation.
20. Real Estate Contract, subject to the terms and provisions thereof:
Dated: June 15, 1997
Recorded: March 2, 2000
Volume: M00, page 6718, Microfilm Records of Klamath County, Oregon
Vendor: Phil and Shirley Tolentino
Vendee: Herbert and Irma Teft
of which this deed is given in fulfillment thereof, with changes in names, vesting, and description requested by grantees of grantor to be made in this fulfillment deed at variance from as set forth in the original Real Estate Contract referenced above herein, as follows: In the aforesaid Real Estate Contract, Shirley Tolentino, was listed as a contract vendor, along with Phil Tolentino, but as the title report recently used by grantees disclosed only Phil Tolentino was in title to the above described property, Shirley Tolentino is released by grantees from joining in this conveyance. In the aforesaid Real Estate Contract, the contract vendees, the grantees of this deed, are referred to as "Herbert Teft and Irma Teft" (with no reference being made in the contract to their marital status as "husband and wife" or in purchasing the estate in property herein described with right of survivorship) and the same contract vendees executed said contract and acknowledged their names to be "Herbert Teft and Irma Teft" in front of the Notary Public for Oregon as appears on the recorded Real Estate Contract referenced herein. By said contract vendees' (grantees herein) authorization and direction, they have directed that they be named and that title be vested in them, in this fulfillment deed as set forth on page 1 of this deed as "Hubert C. Test, Sr. and Erma L. Test, husband and wife". They further acknowledge that the original Real Estate Contract described the property as "11 Jug Drive" but that the property is properly described as set out on page 1 of this deed and that the address of the property is: 136842 Jug Drive, Crescent, Oregon 97733. That grantees herein have requested these changes to be made in this deed in variance to the original Real Estate Contract referenced herein and do hereby indemnify and hold grantor harmless from and against any claim, damage, or expense resulting therefrom.
21. Reservations or exceptions in patents or in Acts authorizing the issuance thereof.
22. Any encroachments, unrecorded easements, violations of covenants, conditions and restrictions, and any other matters which would be disclosed by a correct survey.
23. Rights of parties in possession, or claiming to be in possession, other than above vestees.
24. Any statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation, which have now gained or hereafter may gain priority over the lien of the insured mortgage, which liens do not now appear of record.
25. If the real property above described includes a dwelling unit or lodging house, grantee acknowledges and covenants that the dwelling unit or lodging house had a smoke detector (meeting the requirements of ORS 479.297) or the required number of approved smoke alarms, installed in accordance with the state building code and rules of the State Fire Marshal adopted under ORS 479.295, and/or waives any right of action or claim against grantor arising under ORS 479.265 and further indemnifies and holds grantor harmless therefrom.

To Have and to Hold the same unto the said grantees and grantees' heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantees and grantees' heirs, successors and assigns that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances as of June 15, 1997 except those encumbrances and exceptions set forth hereinabove and liens and encumbrances created by the grantees or their assigns. This is a deed in fulfillment of a certain contract for sale of real property dated June 15, 1997, in which the grantor herein is seller and the grantees herein are buyers covering the purchase and sale of the above described real property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$39,900.00**.

IN WITNESS WHEREOF, the grantor has executed this instrument this 20 day of **August, 2007**.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 ORS 197.352.

Phil C. Tolentino
Phil C. Tolentino

STATE OF OREGON)
) ss.
County of Wasco)

August 20, 2007

Personally appeared the above named **Phil C. Tolentino**, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Kari J. Nerdin
Notary Public for Oregon
My commission expires 10/30/10

