

2008-015074

Klamath County, Oregon



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11/06/2008 03:05:24 PM

Fee: \$36.00



After recording return to:  
George and Linda Colville  
105005 Spring Lake Road  
Klamath Falls, OR 97603

Until a change is requested all tax statements  
shall be sent to the following address:  
SAME

File No.: ()  
Date: October 31, 2008

THIS SPACE RESERVED

### STATUTORY BARGAIN AND SALE DEED

**Gorilla Capital, Inc., who acquired title as Gorilla Capitol, Inc.,** Grantor, conveys to **George Michael Colville and Linda Marie Colville, husband and wife,** Grantee, the following described real property:

See Exhibit "A" attached hereto and incorporated herein

THIS INSTRUMENT WILL 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is **\$126,000.00.** (Here comply with requirements of ORS 93.030)

Dated this 18 day of DECEMBER, 2007

APN:

Bargain and Sale Deed  
- continued

File No.: 7021-Stacy (SAC)  
Date: 02/22/2005

  
Gorilla Capital, Inc. Ben Bazer, President

STATE OF Oregon )

)ss.

County of )

This instrument was acknowledged before me on this 3 day of November, 20 09  
by **Ben Bazer as President of Gorilla Capital, Inc..**



Notary Public for Oregon

My commission expires: January 28, 2011



**Exhibit A**

**A portion of Lots 11 and 12, Block 3, ALTAMONT ACRES, in the County of Klamath, State of Oregon, described as follows:**

**Beginning at a point 75 feet East of the Southwest corner of Lot 11, Block 3, ALTAMONT ACRES; thence East along the South line of said Lot 11, 75 feet; thence North and at right angles to said South line of Lot 11, 217.6 feet to the North line of Lot 12, Block 3, ALTAMONT ACRES; thence West along the North line of Lot 12, Block 3, ALTAMONT ACRES, a distance of 75 feet; thence South 317.5 feet to the place of beginning.**

**EXCEPTING THEREFROM the South 3 feet thereof deeded to Klamath County for purposes by Deed Book 328, Page 889, Deed Records of Klamath County, Oregon.**

**ALSO EXCEPTING THEREFROM the portion conveyed to Klamath County in Deed recorded July 11, 2001 in Book M01 at Page 33828, Microfilm Records of Klamath County, Oregon.**

**CODE 041 MAP 3804-0030C TL 04780 KEY# 628883**

## SCRIVENER INSTRUCTIONS:

To: First American Title Insurance

Date: December 18, 2007

You are hereby instructed to act as our scrivener in preparing the following:

- 1.) **BARGAIN AND SALE DEED** from Gorilla Capital, Inc., who assumed title as Gorilla Capital, Inc., Grantor

To George Michael Colville and Linda Marie Colville, husband and wife, Grantee

Covering the following described property:

See Exhibit "A" attached hereto and incorporated herein

If the deed is a Warranty Deed, the conveyance is to be subject to and except the following: COVENANTS, CONDITIONS, RESTRICTIONS, LIENS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR ON THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORD MAP OR SURVEY.

You are further advised and instructed as follows:

1. Any consideration for the conveyance of the property shall be paid between the undersigned outside of First American Title.
2. Consideration shall be "\$126,000.00"
3. Each of the undersigned has examined and hereby approves the deed prepared in accordance with these instructions.
4. No title report or title insurance policy is to be obtained or issued in connection with this transaction, and therefore First American Title shall have no liability or responsibility with regard to the condition title to the property.
5. First American Title makes no representation whatsoever as to the effect that this Deed may have on any title insurance policy.
6. The Grantor and Grantee have both consulted tax/legal advice as to the tax/legal consequences created by the recording of this deed.
7. First American Title is directed not to notify any existing encumbrance holder(s) of this transaction or contact any existing encumbrance-holder(s) for any purpose relating to this conveyance. It is acknowledged that if the loan documents of any existing encumbrance-holder contain a "due on sale" clause, it may all require full payment of the loan balance upon an undisclosed sale of the property. The Grantor and Grantee have both had an opportunity to review the loan documents and to seek the advice of any attorney about the consequences of an undisclosed sale.
8. After you have received the signed and notarized Deeds these fully signed instructions and the fees, you are to record the Deed in Klamath County Records.

The undersigned parties acknowledge and understand they have been advised to seek legal and financial counsel prior to the preparation and signature of the Deed.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR BY THE PARTIES SIGNING THE ATTACHED INSTRUCTIONS THAT THESE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT, WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Gorilla Capital, Inc.

By:

Ben Bazar, President

George Michael Colville  
Linda Marie Colville