**2009-007898** Klamath County, Oregon

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06/08/2009 03:17:24 PM

Fee: \$41.00

### DEED AND

## **BILL OF SALE**

151 1421635

\_KNOW ALL MEN BY THESE PRESENTS, that MARVEL HEFLEY TRUST, hereinafter called seller, in consideration of the sum of one dollar and no/100 (\$1.00) to the seller paid, the receipt whereof hereby is acknowledged, hereby does grant, bargain, sell, transfer and deliver unto MARK AND MICHELLE HEFLEY, hereinafter called the buyer's, the following described personal property:

Recreational home and all other improvements, located on Lot 2, Block S, at Lake of the Woods, Klamath County,

TOGETHER WITH the personal property listed in "Exhibit A" which is attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the same unto the said buyer and buyer's heirs, personal representatives, successors and assigns forever.

And the sellers hereby covenant and agree to and with the said buyer and to and with buyer's successors in the interest and assigns that sellers are the owners of the above described personal property; that the same is free from all encumbrances, and that sellers have a good right to sell the same, and that sellers will and sellers' heirs personal representatives and successors shall warrant and defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the seller has hereunto set their hand. DATED: April 24, 2003.

Marvel Hefley Trust Mark A. Hefley Trustee

STATE OF OREGON

) ss.

County of Jackson

Marvel Hefley Trust, Mark A. Hefley Trustee, being duly sworn, depose and say: That the Marvel Hefley Trust is the seller of the property described in the foregoing bill

of sale; that the seller is the sole owner of said property; that the same has been paid for in full and that as of this date said personal property and each and every part thereof is free and clear of all liens, encumbrances and security interests of any kind of nature.

Marvel Hefley Trust Mark A. Hefley Trustee

Subscribed and sworn to before me this 24-day of April 2003

NOTARY PUBLIC-OREGON COMMISSION NO. 356972

Notary Public for Oregon

My Commission Expires: MAT 26, 2006.

Send return and taxes to: Mark Hefley

1897 Bigham Rd.

Eagle Point, OR. 97524

# **EXHIBIT A**

Boat house

Dock

. . . .

Kitchen: Stove, Refrigerator, misc utensils

Living Room: Couch, Love seat, chair

Bed Room#1: 2 single beds, chest linens

Bed Room#2: 1 double bed, chair

Bathroom: Chest, vanity, tables

Sun Room: 2 day beds, table.

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FS-2700-23 (7/93)
OMB No. 0596-0082
(Expires: 6/30/96)

U.S. DEPARTMENT OF AGRICULTURE Forest Service	Holder No. 5 8 6 9-0 1	Type Site 1 2 3	_	
AMENDMENT FOR SPECIAL-USE PERMIT	Issue Date 0 3/1 7/9 5	Expir. Date 1 2/3 1/0 8		
	Forest 2 0	District 0 3	State <u>4</u> <u>1</u>	County 0 3 5

AMENDMENT NUMBER 1					
This Amendment is attached to and made a part of the <u>Term</u> permit for a recreational residence issued to <u>Marve November 1, 1994</u> which is hereby amended as follows:	el Hefley on				
ADD: Recreation Residence Term Permit Clauses For Living True	sts. Copy attached.				
MODIFY: <u>Holder Name</u> from: Marvel Hefley to: Marvel R. Hefley, as representation Living Trust	ve of the Marvel R. Hefley				
This Amendment is accepted subject to the conditions set forth herein, and to conditions  E attached hereto and made a part of this Amendment.					
Holder: Marvel R. Hefley Authorized Officer:	( Set w tull -				
Holder: Marvel R Hefley Title:	District Ranger				
Date: March 20, 1995 Date:	4/2/95				

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

#### ENCLOSURE

Recreation Residence Term Permit Clauses For Living Trusts

### "XI. MISCELLANEOUS PROVISIONS.

- "E. 1. This permit is being issued to the Marvel R. Hefley, Trustee, Marvel R. Hefley Trust U/A January 27, 1995 living trust. The representative of this living trust is Marvel R. Hefley who shall be considered the holder of this term permit. The holder shall advise the Forest Service of the individual(s) who is (are) the principal occupant(s) of the recreation residence, if other than the holder, whom the Forest Service shall contact regarding the recreation residence. The permanent address of the above designated individual(s) shall be provided to the Forest Service. The holder shall update the identification and address of the individual(s) as circumstances require. The holder warrants that the living trust is authorized to hold this permit to maintain a recreation residence on National Forest System lands.
- "2. Except as provided below, the Forest Service shall administer the permit in accordance with the terms of 36 CFR Parts 251 and 261 and applicable sections of the Forest Service Manual in the same manner as it would administer a permit held by an individual. The grantor, trustee, representative, and beneficiaries of the trust are jointly and severally liable compliance with the terms of this permit and for any damage to National Forest System (NFS) resources of any kind caused by the presence of the recreation residence on NFS land, or by their personal conduct. In case of conflict between the terms of this permit and the terms of any document or State law creating or otherwise relating to the trust, the permit terms shall control."