

2009-012270

Klamath County, Oregon



00072646200900122700060069

APN: R696651

Recording Requested by:

Smile4u Inc

PO Box 888

Lynden, WA 98264

Mail Tax Statements to above

09/15/2009 11:12:43 AM

Fee: \$46.00

## STATUTORY WARRANTY DEED

For and in consideration of \$10 and other valuable consideration paid, the undersigned, **Gary R. Kelly as Successor Trustee for Raymond E. Kelly (Deceased) and Jean A. Kelly (Deceased)**, as trustees of the **Raymond E. Kelly and Jean A. Kelly Revocable Trust Dated February 17, 1994**, 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:** *The West 1/2 of the North West 1/4 of the North East 1/4 of the South East 1/4 of Section 13, Township 35, South Range 12 East Willamette Meridian, consisting of five acres more or less. Excluding therefrom the Southern 30 feet as a non-exclusive easement for ingress and egress.*

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 29 day of AUGUST, 2009

X

Gary R. Kelly

Gary R. Kelly as Successor Trustee

STATE OF CALIFORNIA

} ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

County of \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Print Name \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

See Notary Attachment

## CALIFORNIA ACKNOWLEDGEMENT

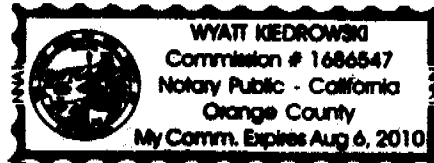
State of California  
County of Orange

On August 29, 2009 before me, Wyatt Kiedrowski, Notary Public


personally appeared, **Gary R. Kelly**  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same  
in his authorized capacity, and that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

  
(Seal)

## **ARTICLE 9**

### **Revocability**

9.1 During the Trustors' joint lifetime this trust may be revoked or amended, in whole or in part, by delivery to the Trustee of an instrument in writing signed by both Trustors jointly or by either Trustor alone, as to his or her separate property.

9.2 After the death of the first Trustor no person may revoke or amend any trust created hereunder except as may be specifically authorized by the terms of such trust.

## **ARTICLE 10**

### **Appointment and Succession of Trustees**

10.1 The Trustors hereby appoint RAYMOND E. KELLY and JEAN A. KELLY to serve as Co-Trustees of the RAYMOND E. KELLY AND JEAN A. KELLY REVOCABLE TRUST. If either RAYMOND E. KELLY or JEAN A. KELLY fails or ceases to serve as a Co-Trustee, the remaining Co-Trustee shall serve as sole Successor Trustee. If both RAYMOND E. KELLY and JEAN A. KELLY fail or cease to serve as Trustees, then GARY R. KELLY shall serve as Successor Trustee. If GARY R. KELLY fails or ceases to serve as Successor Trustee, then CHERYL J. WHEELER shall serve as Successor Trustee.

10.2 A Trustee other than a Trustor may be removed by a majority in interest of those beneficiaries entitled to receive distributions from the Trust, and such vacancy shall be filled as directed by a majority of the then competent adult beneficiaries who may assume to act, or by any one of them if only one assumes to act. If there be no competent adult beneficiary who assumes to act, then a successor trustee may be appointed by a majority of any beneficiaries' guardians who assume to act, or by one of such guardians if only one assumes to act.

10.3 No successor trustee shall be liable for any act of misfeasance, malfeasance, or nonfeasance of a predecessor Trustee. It is further specifically agreed that any such successor trustee shall be responsible solely and only for trust assets coming into the possession, actual or constructive, of such Trustee and for his or her fiduciary actions only from and after the time such successor trustee qualifies to serve as such and actually commences administration of the Trust Estate.

10.4 Any resignation, removal, appointment or acceptance of a trustee or trustees may be made by an instrument in writing signed and acknowledged and filed with the books and records of the Trust. Any representation by any trustee, or successor trustee or trustees appointed as herein provided, shall be conclusive so far as third persons are concerned as to who the trustee is then serving.

## **ARTICLE 11**

### **Authentication of Instruments**

11.1 To the same extent as if it were an original, anyone may rely on a copy certified by a notary public to be an identical copy of this instrument and of the writings, if any, endorsed hereon or attached hereto. Anyone may rely upon any statement of facts, certified by anyone who appears from the original document and of writings, if any, endorsed hereon or attached hereto, or a certified copy thereof, to be a Trustee hereunder.

11.2 Every deed, mortgage, lease, assignment, check, note or any other instrument executed by any trustee or any nominee or agent of the Trustee in connection with the Trust Estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument (i) that at the time of the delivery thereof, the trust or trusts created by this agreement was or were as the case may be, in full force and effect, (ii) that such instrument was executed in accordance with the trust, conditions and limitations contained in this instrument or some amendment thereof and is binding upon all beneficiaries thereunder, and (iii) that said trustee or a nominee was duly and properly authorized and empowered by the Trustee to execute and deliver such instrument on behalf of the Trustee.

IN WITNESS WHEREOF, the Trustors and Trustee have executed this Declaration of Trust the day and year first above written.


**TRUSTORS:**

  
RAYMOND E. KELLY

  
JEAN A. KELLY

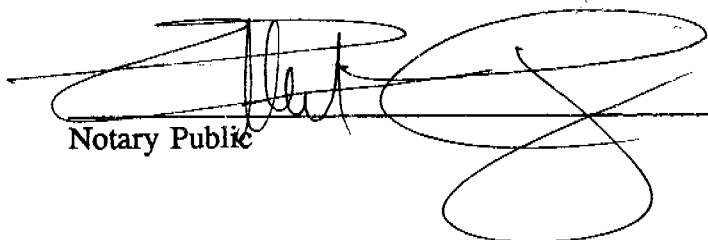
**TRUSTEE:**

  
RAYMOND E. KELLY

  
JEAN A. KELLY

STATE OF ARIZONA     )  
                                  ) ss.  
County of La Paz     )

The foregoing instrument was acknowledged before me on FEB 17, 1994, by RAYMOND E. KELLY and JEAN A. KELLY, as Trustors and as Trustee of the *Raymond E. Kelly and Jean A. Kelly Revocable Trust*.

  
Notary Public

My Commission Expires:  
5-25-97