

2010-002987

Klamath County, Oregon



00080883201000029870040049

03/05/2010 02:23:03 PM

Fee: \$52.00

miss spelled last name
please rerecord on

2010-001559

Klamath County, Oregon



00079175201000015590040046

01/29/2010 03:44:51 PM

Fee: \$52.00

After recording, mail deed and future tax bills to:

Name and Address (Walter)

LUKE WALKER
65081 E. MOUNTAIN MEADOW LN

Rhododendron Dr. Space above this line for Recorder's use

97049 GRANT DEED

The undersigned declares that the documentary transfer tax is \$10.00 computed for the full value of the interest on property conveyed. FOR GOOD AND VALUABLE CONSIDERATION, receipt

of which is hereby acknowledged, Grantor, KEN R. BARKER

LUKE WALKER (Walter)

65081 E. MOUNTAIN MEADOW LANE, Rhododendron Dr. 97049

all right, title and interest in that certain property situated in Klamath County,

State of Oregon and described as follows:

**Klamath Falls Estates, Block 9, Lot # 20,
R-3510-022B0-03700-000, Acct # R262584**

ORS 93.040 Warning * 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*.

SUBJECT TO covenants, conditions, restrictions, reservations, easements, and zoning existing and/or of record, and subject to any facts an accurate inspection and survey may reveal. Grantor DOES NOT WARRANT availability or improvement of streets or utilities or the cost of installation thereof, nor zoning, buildability, insurability, or any restrictions or fees that may be imposed by any governmental entity or property owners' association (if any). Excepting certain subsurface mineral rights of record, but without right to surface entry.

In Witness Whereof, I (we) have hereunto set my hands and seal this

JANUARY 20 day of 2010

Print Name of Grantor KEN R. BARKER

Signature of Grantor [Signature]

State of Florida

)ss ACKNOWLEDGMENT

County of Pinellas

On this 20th Day of JANUARY, 2010 before me, the undersigned Notary

Public, personally appeared Ken R. Barker

Known to me to be the individual(s) who executed the foregoing instrument and acknowledge the same to be his (her/their) free act and deed.

Notary Public Vonna L. Balkovic

My Commission Expires: 10/28/2013

NOTARY PUBLIC-STATE OF FLORIDA
Vonna L. Balkovic
Commission #DD924216
Expires: OCT. 28, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Agreement to Sell Real Estate

KENNETH R. BARKER
of 6670 4TH AVE North, S. Pete. FL 33710 as Seller,
and LUKE WALTER
of 65081 E. MOUNTAIN MEADOW LN. Rhododendron, OR 97049 Buyer, hereby
agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS
HEREINAFTER SET FORTH, within this contract.

1. **LEGAL DESCRIPTION** of real estate located in KIAMATH FALLS ESTATES B1K9 LOT 20
County, State of _____:
R-3510-022B0-03700-000- ACCT # R262584

2. **PURCHASE PRICE** Five THOUSAND DOLLARS 00/100 -
Dollars (\$ 5,000 -).

Method of Payment:

- (a) Deposit to be held in trust by _____ \$ NA
- (b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any. Mortgage holder: _____ \$ NA
Interest _____ % per annum.
- (c) Other: PAID IN FULL \$ _____
- (d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). \$ NA

3. **PRORATIONS:** Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: _____

NO TERMS OR RESTRICTIONS

Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

22. **RADON GAS:** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ Additional information regarding radon and radon testing may be obtained from your county public health unit.
23. **LEAD PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
24. **SPECIAL CLAUSES:** NONE

COMMISSION TO BROKER: The Seller hereby recognizes NA as the Broker in this transaction, and agrees to pay as commission 0 % of the gross sales price, the sum of _____ Dollars (\$ _____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY

Witness _____ Date: _____

Witness: [Signature] Date: 12 28 2009

Seller: [Signature] Date: 12/28/09

Buyer: [Signature] Date: 1/15/10

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 12th day of December, 2009, by

Sheila M. Harris

Signature of Notary Public - State of Florida

SHEILA M. HARRIS
Notary Public, State of Florida
My Comm. Expires Jan. 9, 2010
No. DD504977

Sheila M. Harris

Personally Known or Produced Identification _____
Type of Identification Produced