

2011-009656

Klamath County, Oregon

FILED FOR RECORDING AT REQUEST OF/
AFTER RECORDING RETURN TO:



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Fee: \$42.00

Christine P. Brown
Garvey Schubert Barer
121 S.W. Morrison Street, 11th Floor
Portland, OR 97204-3141

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**

Kenneth G. Justus and Greta L. Justus, Co-trustees
4803 Saylor Street
Klamath Falls, OR 97603

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that KENNETH JUSTUS, referred to as "Grantor," does hereby convey and warrant unto KENNETH G. JUSTUS and GRETA L. JUSTUS, Co-trustees of the Justus Family Trust under Agreement dated July 13, 2011, as amended, referred to as "Grantee" and Grantee's successors and assigns, any and all of Grantor's interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows:

Lots 21 and 22 of Evergreen Meadows -- Tract 1302, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true and actual consideration paid for this transfer consists of or includes other property or value given or promised which is the whole consideration.

Grantor hereby covenants to and with Grantee and Grantee's successors and assigns, that Grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances, EXCEPT those which may appear of record.

Grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

The liability and obligations of the Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to trusts and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

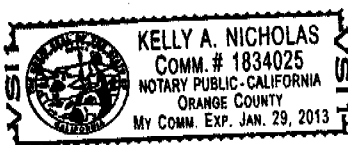
IN WITNESS WHEREOF, the Grantor has executed this instrument on the date set forth below.

DATED this 13th day of July, 2011.

Kenneth Justus
KENNETH JUSTUS, Grantor

STATE OF California)
) ss:
County of Monterey)

This instrument was acknowledged before me on July 13, 2011,
by KENNETH JUSTUS.



Kelly A. Nicholas
Notary Public for California

PDX_DOCS:467492.1 [38180.00100]