2012-004790 Klamath County, Oregon



05/08/2012 09:05:00 AM

Fee: \$42.00

After recording please return to: Smile4u Inc PO Box 888 Lynden, WA 98264 APN: R-3510-022B0-04900; R-3510-035B0-00400; R-3510-35B0-00400 Mail Tax Statements to Above Seller Paola A Tarabotto 10435 Lindley Ave Apt 176 Northridge, CA 91326

STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **Paola A. Tarabotto**, a single person, 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: Lot 5, Block 8, Klamath Forest Estates, according to the official plat thereof; Lot 23, Block 50, First Addition to Klamath Forest Estates, according to the official plat thereof; Lot 24, Block 50, First Addition to Klamath Forest Estates, according to the official plat thereof

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 becomes 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 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).

Paola Alexandra Tarabotto STATE OF CALIFORNIA (INDIVIDUAL ACKNOWLEDGEMENT) STATE OF CALIFORNIA }S.S. ws A COUNTY OF before me, Paola personally appeared exaudva who proved to me on the basis of satisfactory evidence to be the person whose name whose name was subscribed to the within instrument and acknowledged to me that he she they executed the same in his her heir authorized capacity(, and that by his her/their 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 Signature (Seal)

