

GRANTOR:

James Elmer Holmes and Betty Spring Holmes

2012-013362

Klamath County, Oregon

12/03/2012 02:51:44 PM

Fee: \$47.00

GRANTEE:

Jacques Ginestar and Tonya Ginestar
1200 E. Main St.
Klamath Falls, OR 97601

AFTER RECORDING RETURN TO: Grantee

SEND TAX STATEMENTS TO: Grantee

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That James Elmer Holmes and Betty Spring Holmes, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Jacques Ginestar and Tonya Ginestar, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lots 1 and 2 in Block 201 of Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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"

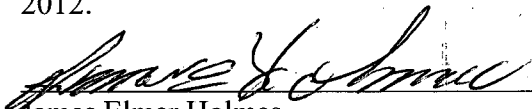
To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except those of record and those apparent upon the land, if any, and (a) A promissory note in the original principal sum of \$200,000.00 in favor of Sterling Savings Bank, secured by a deed of trust recorded February 2, 2007, as Volume No. 2007-1867 Official Records of Klamath County, Oregon.. as of the date of this deed, and that grantor will warrant and forever defend the said premises and every party of parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

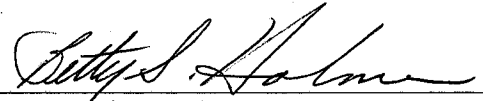
The true and actual consideration paid for this transfer, stated in terms of dollars is \$235,713.79.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical

changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the undersigned grantors, have executed this instrument this 30th day of November, 2012.

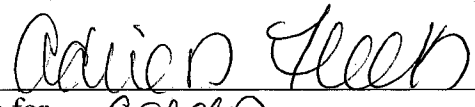

James Elmer Holmes

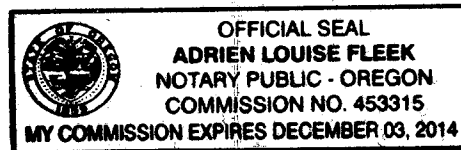

Betty Spring Holmes

STATE OF OREGON, County of Klamath)ss.

Personally appeared the above named James Elmer Holmes and Betty Spring Holmes and acknowledge the foregoing instrument to be her voluntary act and deed.

(S E A L)


Before me: 
Notary Public for Oregon

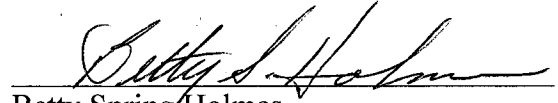


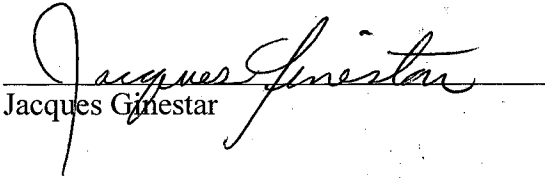
DISCLOSURE


The All Inclusive Note, Trust Deed and Warranty Deed have been prepared by Michael L. Spencer, acting as a scrivener and not as the attorney for any party to this transaction. Each party, by their signature hereto, acknowledges that they have had the opportunity to have these documents reviewed by their own attorney and that they have not relied upon any legal advice from Michael L. Spencer.

The parties hereto acknowledge that the underlying Trust Deed to Sterling Savings Bank contains a "due on sale" clause which allows Sterling Savings Bank to call the entire note due and payable as a result of this transaction. The parties have made their own independent determination regarding this matter and have elected to proceed with this transaction.


James Elmer Holmes


Betty Spring Holmes


Jacques Ginestar


Tonya Ginestar