

2013-009844

Klamath County, Oregon



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08/28/2013 08:59:21 AM

Fee: \$42.00

After recording please RETURN TO:
John E. Nelson III & Tara Ann Maxwell
3238 SE 150th Ave
Portland, OR 97236
APN: R-3613-6A-1700
Mail Tax Statements to above

Seller:
Smile4u Inc
PO Box 888
Lynden, WA 98264

SPECIAL WARRANTY DEED

For and in consideration of \$10 and other valuable consideration paid, the undersigned, **Smile4u Inc. a Washington Corporation**, hereinafter referred to as Grantor, hereby conveys all rights and title in the following described real estate to **John E. Nelson III and Tara Ann Maxwell**, as joint tenants with right of survivorship, hereinafter referred to as Grantee, legally described as:

LEGAL DESCRIPTION: *A parcel of land situated in Section 6, Township 36 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at the NE corner of said Section 6; thence S 89° 55' 50" West along the Northerly line of said Section 6, 328.33 feet; thence leaving said Northerly section line S 20° 24' 00" West 1785.55 feet to the true point of beginning for this description; thence continuing S 20° 24' 00" West, 332.31 feet; thence N 69° 36' 00" W 655.40 feet; thence N 20° 24' 00" E, 332.31 feet; thence S 69° 36' 00" E 655.40 feet to the true point of beginning. Together with an easement 60.00 feet in width for right of way purposes as granted by Warranty Deed recorded November 10, 1977, in Volume M77, Page 21834 Microfilm Record of Klamath County, Oregon.*

Situate in the County of **Klamath** in the state of **Oregon**.

The Grantor will defend the right and title to the real estate described above against claims against the Grantee arising from, under or through the Grantor only.

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 this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document.

Witness my hand this 16th day of April, 2013.

Maul Maxwell

Acknowledgment - Corporation

State of Washington

County of Whatcom

The foregoing instrument was acknowledged before me this 10th day of April 2013 by Mark Abbott, President of Smile4u Inc, a Washington corporation on behalf of the said corporation.

Kristy L. Wind
Notary Public

My Commission Expires: 09-30-13

