

MTC1396-11161

, DEED,  
**BILL OF SALE AND ASSIGNMENT AGREEMENT**

**2013-010058**  
Klamath County, Oregon  
09/03/2013 03:03:46 PM  
Fee: \$52.00

**DATE:** July 31, 2013

**PARTIES:**

JAMES M. EDWARDS and  
PATRICIA L. EDWARDS

("Sellers")

SCOTT T. BOCCI and  
JANICE A. BOCCI

("Buyers")

**RECITALS:**

**A.** Sellers own a Term Special Use Permit for Recreation Residences issued on January 1, 1989, by the USDA Forest Service, concerning approximately .43 acres described as "Lot CL SH-1 41 of the Crescent Lake tract" (the "Permit");

**B.** On or about the date of this Bill of Sale and Assignment Agreement, Sellers and Buyers executed an Assignment Agreement by which Sellers sold and transferred to Buyers all of their rights in and to the Permit; and

**C.** Sellers desire to transfer all of their rights in and to the improvement located on the property described in the Permit as more particularly set forth hereafter.

**AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and the covenants and conditions contained herein to be kept and performed, **IT IS AGREED:**

**1. Transfer of Assets.** Sellers hereby sell, assign, transfer, grant and convey to Buyers the assets described hereafter.

**1.1** Any and all improvements located upon the property described in the Permit including, without limitation, the recreation residence located thereon.

**1.2** All of Sellers' machinery, equipment and tools located on the property described in the Permit; and

**1.3** All of Sellers' fixtures and furniture located on the property described in the Permit.

*Amat*

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

2. **Effect of Transfer of Assets.** Sellers intend by this Bill of Sale and Assignment Agreement for Buyers to be vested with all rights incident to ownership of the assets referenced in Section 1 hereof.

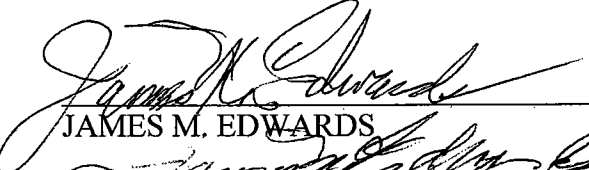
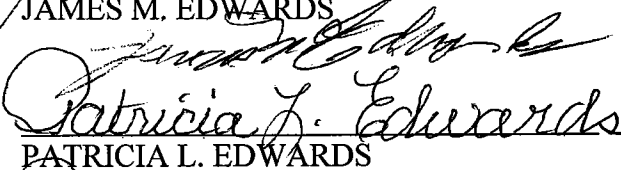
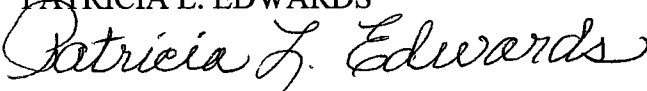
3. **Acceptance of Bill of Sale and Assignment Agreement.** Buyers hereby acknowledge their irrevocable acceptance of the assets referenced in Section 1 hereof.

4. **Consideration.** There has been no consideration paid by Buyers to Sellers for the assets referenced in Section 1 hereof. Transfer of the assets is a gift from Sellers to Buyers.


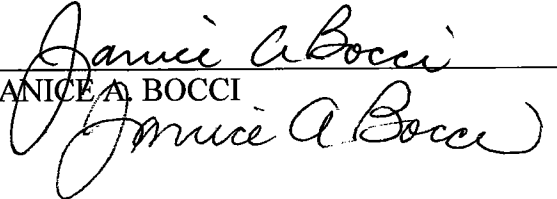

5. **Binding Effect.** This Bill of Sale and Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs and assigns.

6. **Further Assurances.** Each party agrees to execute and deliver such documents, and to do and perform such other acts and things, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Bill of Sale and Assignment Agreement.

**SELLERS:**

  
JAMES M. EDWARDS  
  
PATRICIA L. EDWARDS  


**BUYERS:**

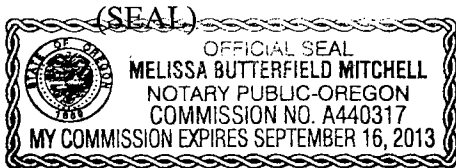
  
SCOTT T. BOCCI  
  
JANICE A. BOCCI  


**TO BE ATTACHED TO: Bill of Sale, Deed and Assignment Agreement**

State of Oregon } ss.

County of Lane

Personally appeared before me this 30<sup>th</sup> day of August 2013 the above named James M. Edwards and Patricia L. Edwards and acknowledged the foregoing instrument to be his/her/their voluntary act.  
Before me:



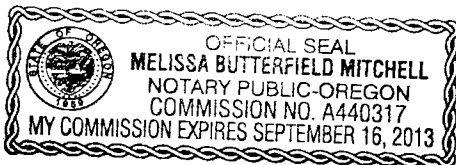
Melissa Butterfield Mitchell  
Notary Public for Oregon  
My commission expires: 9.16.13

State of Oregon } ss.

County of Lane

Personally appeared before me this 30<sup>th</sup> day of August 2013 the above named Scott T. Bocci and Janice A. Bocci and acknowledged the foregoing instrument to be his/her/their voluntary act.  
Before me:

(SEAL)



Melissa Butterfield Mitchell  
Notary Public for Oregon  
My commission expires: 9.16.13