

BT156965JS

THIS SPACE FOR COUNTY USE ONLY:

2015-001922

Klamath County, Oregon

03/04/2015 02:19:53 PM

Fee: \$52.00

After recording, return to:

Trevor D + Kristin C. Wigle
65456 Swalley Rd
Bend, OR 97701

Until a change is requested, send all tax statements to:

Trevor D + Kristin C. Wigle
65456 Swalley Rd
Bend, OR 97701

BILL OF SALE DEED

EFFECTIVE DATE: _____, 2015

BETWEEN: Trevor D. & Kristin C. Wigle, Husband and Wife

~~64~~ 65456 Swalley Rd
Bend, OR 97701

(herein referred to as "Buyer")

AND: KIVCO, LLC., an Oregon limited liability company
1196 Regency Drive
Eugene, OR 97401

(herein referred to as "KIVCO")

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$~~350,000~~⁰⁰ AND OTHER VALUABLE CONSIDERATION CONSISTING OF PROPERTY OR VALUE GIVEN OR PROMISED WHICH IS PART OF THE CONSIDERATION.

SECTION 1. RECREATIONAL RESIDENCE

The term "Recreational Residence" means the building, improvements and tangible personal property, including, without limitation, the dock, well, washer, dryer, cook stove, refrigerator, furniture, household goods and related items located on Lot 24, Tract SH1 Crescent Lake Properties Unit, Deschutes National Forest, Klamath County, Oregon, and allowed to be located on property of the United States pursuant to a Special-Use Permit which will terminate upon the Sale of the above described personal property. No real property is included with this sale.

SECTION 2. TRANSFER

KIVCO transfers and assigns KIVCO's entire interest in the Recreational Residence to Buyer. KIVCO has a 100% ownership interest of the Recreational Residence.

SECTION 3. WARRANTY

KIVCO represents and warrants to Buyer that KIVCO owns 100% of the interest in the Recreational Residence and KIVCO conveys the Recreational Residence to Buyer free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Except as expressly provided herein, KIVCO makes no express or implied warranties. KIVCO expressly excludes all warranties with respect to the Recreational Residence, express and implied, including, but not limited to the warranty of merchantability, the warranty of fitness for a particular purpose and any warranties that may have arisen for course of dealing or usage of trade. KIVCO transfers KIVCO's interest in the Recreational Residence to Buyer "As Is" and "with all faults".

SECTION 4. SEVERABILITY

If any provision of this Bill of Sale is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Bill of Sale will not be impaired.

SECTION 5. GOVERNING LAW

This Bill of Sale is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle of any jurisdiction.

SECTION 6. VENUE

Any action or proceeding arising out of this Bill of Sale will be litigated in courts located in Klamath County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Klamath County, Oregon.

SECTION 7. ATTORNEY'S FEES

If any arbitration or litigation is instituted to interpret, enforce, or rescind this Bill of Sale, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including, but not limited to, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

SECTION 8. BUYER'S ACCEPTANCE

Buyer accepts the Recreational Residence subject to the terms and conditions in this Bill of Sale.

SELLER:

KIVCO, LLC.

By: _____

Greg Vik, Managing Member

Gregory Karl Vik

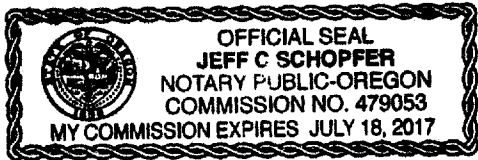
BUYER:

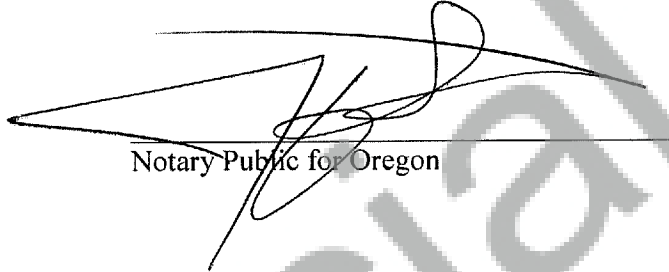
Trevor D. Wigle _____

Kristin C. Wigle _____

STATE OF OREGON)
)
County of Lane Deschutes) ss.

On this 26 day of February, 2015, before me, the undersigned notary public in and for the said county and state, personally appeared the within named Trevor D. Wigle and Kristin C. Wigle who are known to me to be the identical individuals described herein and who executed the same freely and voluntarily.

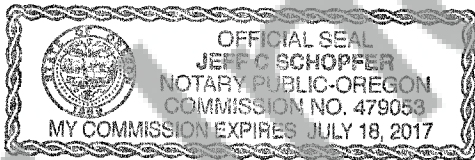


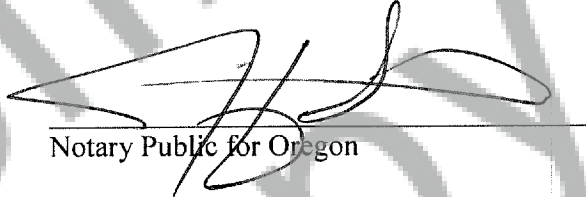


Notary Public for Oregon

STATE OF OREGON)
)
County of Lane Deschutes) ss.

On this 25th day of February, 2015, before me, the undersigned notary public in and for the said county and state, personally appeared the within named Gregory Karl Vik on behalf of KIVCO, LLC, an Oregon limited liability company as its manager, who is known to me to be the identical individual described herein and who executed the same freely and voluntarily.





Notary Public for Oregon