

187 2495284-LW

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**2015-008949**

**Klamath County, Oregon**

**08/11/2015 02:38:37 PM**

**Fee: \$62.00**

**After Recording Return To:**

**Amos A Gonyaw  
1963 Lakeshore Dr  
Klamath Falls, OR 97601**

**1. Title(s) of the Transaction(s) ORS 205.234(a):**

**Statutory Warranty Deed**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**John Tsern, a married person**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**Amos A Gonyaw**

**4. Send Tax Statements To:**

**Same as above**

**5. True and Actual Consideration:**

**\$195,000.00**

**6. Deed Reference:**

**RERECORDED AT THE REQUEST OF THE GRANTOR TO REPLACE  
THE SECOND PAGE OF THE WARRANTY DEED THAT WAS  
RECORDED IN ERROR. PREVIOUSLY RECORDED 2015-8804.**

F.  
67.00

**2015-008804**

**Klamath County, Oregon**

08/07/2015 09:51:26 AM

Fee: \$52.00



After recording return to:  
Amos A Gonyaw  
1963 Lakeshore Dr  
Klamath Falls, OR 97601

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Amos A Gonyaw  
1963 Lakeshore Dr  
Klamath Falls, OR 97601

File No.: 7021-2495284 (LW)  
Date: July 29, 2015

THIS SPACE RESERVED FOR RECORDER'S USE

### **STATUTORY WARRANTY DEED**

**John Tsern, a Married Person**, Grantor, conveys and warrants to **Amos A Gonyaw**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**Lots 8, 9 and the Southeasterly one-half of Lot 10 (as measured along the Northeasterly and Southwesterly lot lines) of OUSE KILA HOMESITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

**Subject to:**

1. The **2015-2016** Taxes, a lien not yet payable.
2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$195,000.00**. (Here comply with requirements of ORS 93.030)

- F. Except as set forth in the Preliminary Report, the Undersigned has not encumbered the property, or suffered, assumed or agreed to any mortgages, trust deeds, judgments, tax liens, easements, or other encumbrances which still affect the property at this time. Nor have any proceedings in bankruptcy or receivership been instituted by or against the Undersigned.
- G. The buyer is entitled to immediate possession of the property upon the closing of this transaction and there is no agreement that allows the seller to remain in possession of the subject premises either pursuant to lease, lease-option, a similar rental agreement or other agreement or understanding of the parties.

I further agree to indemnify and defend **First American Title Company of Oregon**, or its agent, and save you harmless from any loss you may sustain as a result of issuing your Policy of Title Insurance based upon the above representations, and agree that, in case you or your insured is named in a suit based upon facts which are inconsistent to the above representations, we will pay, at our own expense, any resulting judgment and all costs and attorneys' fees associated therewith.

  
John Tsern

STATE OF )

)ss.

County of )

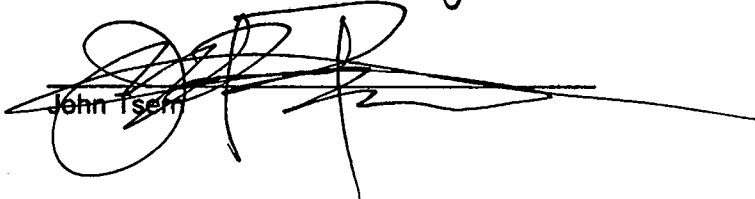
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by **John Tsern**.

see attached

Notary Public for  
My commission expires:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 4th day of August, 2015.

  
John Tsern

STATE OF

)

)ss.

County of

)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by John Tsern.

see attached

Notary Public for  
My commission expires:

CALIFORNIA NOTARY ACKNOWLEDGMENT

For An Individual Acting In His/~~Her~~ Own Right:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of Orange )

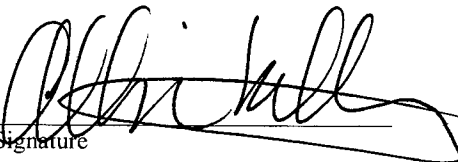
On 8/4/15 before me, Allison Kelley Notary Public, personally appeared  
John Tsern

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 seal

[NOTARIAL SEAL]

  
Signature

Allison Kelley  
Print Name

My commission expires: 3/1/19

