2016-005494 Klamath County, Oregon

00187093201600054940046

05/25/2016 01:58:42 PM

Fee: \$62.00

AFTER RECORDING RETURN TO: Parks & Ratliff, P.C. 620 Main Street Klamath Falls OR 97601

ASSIGNOR'S NAME AND ADDRESS: Lai Fun Mah and Ho Chu Mah, H&W 836 Michele Drive Mt. Shasta, CA 96067

ASSIGNEE'S NAME AND ADDRESS: Lai Fun Mah and Ho Chu Mah, Trustees of the Lai Fun Mah and Ho Chu Mah Revocable Living Trust, UAD 01-27-2016 836 Michele Drive Mt. Shasta, CA 96067

SEND TAX STATEMENTS TO: No Change

ASSIGNMENT OF REAL ESTATE CONTRACT and WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that LAI FUN MAH and HO CHU
MAH, Husband and Wife, hereinafter referred to as "Assignor," for the consideration
hereinafter stated, assigns and hereby does grant, bargain, sell, assign and set over unto LAI
FUN MAH and HO CHU MAH, TRUSTEES OF THE LAI FUN MAH AND HO CHU
MAH REVOCABLE LIVING TRUST, UAD 01-27-2016, hereinafter referred to as
"Assignee," and to Assignee's heirs, successors and assigns, all of the seller's right, title and
undivided one-third interest in and to that certain contract for the sale of real property dated the
1st day of July, 2014, by and between HARRY DOO GEE and JOANNE BIK GEE, COTRUSTEES OF THE GEE FAMILY REVOCABLE DECLARATION OF TRUST, and NGAR
CHUN MAH, TRUSTEES OF THE TEMUJIN KIN FIN MAH AND NGAR CHUN MAY
REVOCABLE LIVING TRUST, and LAI FUN MAH AND HO CHU MAN, husband and Wife,
as seller, and ROBERT L. FISK as buyer, hereinafter the "Contract", the Memorandum of
Contract of Sale of Real Property having been recorded in the records of Jackson County,
Oregon, on October 21, 2014, as Instrument No. 2014-027822, hereinafter the "Memorandum."

reference to the said Memorandum and the underlying Contract hereby being expressly made, together with all of the right, title and undivided one-third interest of the Assignor in and to all moneys due and to become due thereon. The Assignor also hereby conveys to the Assignee the property described in the contract and the legal title thereto which is held to secure performance of the buyer's obligation created thereby. The Assignor hereby expressly covenants and warrants to the Assignee that the Assignor is lawfully seized in fee simple of the seller's undivided one-third interest in the real estate described in the Land Sale Contract, free from all encumbrances except those of record, and that Assignor will warrant and forever defend the premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances. The unpaid principal balance of the purchase price thereof is not less than \$21,438.10, with interest paid thereon to April 29. The contract is not in default, and no offset is claimed by the buyer (or buyer's assignor, if any).

The true and actual consideration paid for this transfer, stated in terms of dollars is 0.00. However, the actual consideration consists of and includes other property or value given or promised which is the whole consideration; i.e., for estate planning purposes.

IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument on the day of _______, 2016.

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, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Lai Fun Mah

Ho Chu Mah

(California Notary(ies) are attached.)

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.

All-Purpose Acknowledgment

State of California
County of <u>Siskingal</u>

On May 35 DIU, before me, Dana Kalayja, Notary Public, personally appeared

Low Gue Mah, and Holland Mah.

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.

DONNA KALAYJIAN
COMMISSION #2111031
Notary Public - California
SISKIYOU COUNTY
My Commission Expires
MAY 10, 2019

Notary Public

Document - Warrant Deed Number of Pages - 3