

2017-002675

Klamath County, Oregon

Recording requested by:



00200517201700026750030034

03/14/2017 10:42:05 AM

Fee: \$52.00

and when recorded, please return this deed and tax statements to:

Until a change is requested, all tax statements shall be sent to the following address:

Nazario Serrano G.
80 S magnolia St.
Cornelius OR 97113

Above reserved for official use only

GENERAL WARRANTY DEED

THE GRANTOR: VNMSDW LLC whose address is P.O. Box 1851 Rocklin, CA 95677, State of California FOR A VALUABLE CONSIDERATION, in the amount of 4500 -, hereby acknowledged to be the true and actual consideration paid for this transfer of property, hereby GRANTS, CONVEYS and WARRANTS to Nazario Serrano G. ("Grantee"), whose address is 80 S magnolia St. Cornelius, OR County of Washington, State of Oregon. the following described real property in the County of Klamath State of Oregon, free of encumbrances except as specifically set forth herein:

Legal Description: Lot 4 in Block 9 of "Oregon Pines", situated in Section 9, Township 35 South, Range 11 East of the Willamette Meridian, as same is shown on plat recorded June 30, 1969, according to the Official Records on file in the Office of the County Clerk of said Klamath County, Oregon.

APN: R-3511-009D0-01000 Tax Account No. R276338

Subject to any mineral reservations of record. SUBJECT TO: Covenants, restrictions, easements, and zoning existing and/or of record, and subject to any facts an accurate inspection and survey may reveal. Grantor does not warranty availability, insurability or any restrictions or fees that may be imposed by any governmental entity or property owner's association (if any). Excepting certain subsurface rights of record, but without rights to surface entry. TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever IN FEE SIMPLE; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

Grantor further WARRANTS and agrees to FOREVER DEFEND all and singular the said property unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Returned at Counter

EXECUTED this day of December 5th, 2016

Vitaliy Nechay
VITALIY NECHAY FOR VNMSDW LLC

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
County of Placer

On December 5, 2016, before me, Michael Romanishin, notary public, personally appeared Vitaliy Nechay, 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.

Michael Romanishin
Signature of Notary



Bar None Auction
4751 Power Inn Rd
Sacramento, CA 95826
(916) 383-2000 office
www.BarNoneAuction.com

1. This agreement is entered into on November 29, 2016 in the State of California by **Bar None Auction** herein referred to as the ("Auctioneer") and Vitaliy Nechay individual herein referred to as the ("Seller").
2. The Seller grants the Auctioneer exclusive right to sell at Live Public Auction, and Online Internet Auction, without reserve, the **REAL PROPERTY APN R-3511-009D0-01000** as described on the legal description herein, under discussion, and viewed by Auctioneer in Portland California.
3. The Live Public Auction and Online Internet Auction (site - bamoneauction.com) of this Real Property will be conducted on December 8th, 2016 with other inventory in the Bar None Portland auction site.
4. The Seller consigns this Real Property to be offered for sale to the highest bidder without reserve. Auctioneer makes no guarantees to the selling value of this property and the Seller agrees to accept any bid offered at the Live Public and Online Auction.
5. The Seller agrees to pay Auctioneer a **10% Commission (fee)** of the total sale value with the minimum sale commission no less than \$500 dollars per property.
6. The Auctioneer is responsible for receiving and accounting for the proceeds of the auction sale. The Auction proceeds will be placed in the Auctioneer's Client Trust Account. The net auction proceeds will be paid within **20 business days**.
7. The Seller agrees not to sell or otherwise dispose of any property subject to this Contract, or remove such property from the auction. The Seller shall hold the Auctioneer harmless for any loss or depreciation in value subject to Paragraph 10.
8. The Seller, in good faith, claims to have the full power and authority to sell this property and accepts responsibility for any liens, encumbrances and taxes.
9. The Auctioneer shall perform the services and activities required by this Agreement in an ethical, careful, and workmanlike manner in accordance with the highest standards prevailing in its industry. Auctioneer hereby indemnifies, defends, and holds Seller harmless against any and all losses, expenses, damages, claims, and actions in any manner occurring in connection with Auctioneer's operation and activities and the operation and activities of those representing or acting for it. Seller hereby indemnifies Auctioneer and holds it harmless from any and all losses, damages, claims, and actions resulting from or arising out of a default by Seller, or by actions conducted by Seller after execution of the Contract unless the Seller informs the Auctioneer of such actions in writing and consent is granted for modification of terms.
10. In the event the Auction is cancelled or the Seller defaults under this Contract, the Seller is liable to the Auctioneer for reasonable damages. If suit or action is instituted by Seller or Auctioneer to enforce any of the terms of this Agreement, Seller or Auctioneer shall be entitled to recover such sums as the Court shall adjudge reasonable attorney's fees, including any for appeals. The Seller also consents to jurisdiction in the circuit or district courts of Sacramento County in the State of California.
11. Any further agreements between Seller and Auctioneer shall be Attachment A.
12. It is agreed that this Contract shall be binding upon all parties and upon their respective heirs, executives, administrators, devisees, legatees, assigns and successors in interest.
13. The Seller acknowledges reading and understanding all of the conditions put forward, and further acknowledges the receipt of a copy of this document.
14. It is understood that Auctioneer is operating under California State License A2167 and is bonded in the State of California, Auctioneer's Bond No. 471-15-86. The Auctioneer is also duly licensed and bonded where required by law.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract in good faith, in duplicate, on the date above, and at the place set forth above.

Bar None Auction

Signature: _____

Date: _____

Seller

Signature: V. Nechay

Date: 11/29/16