

132846AM
AFTER RECORDING RETURN TO:

Jerry and Audrey Miller
2658 SE 118th Street
Portland, OR 97266

STATUTORY WARRANTY DEED

Send Tax Statements To:
Same as above

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$20,000.00 Dollars to the undersigned grantor, or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, United States of America (herein referred to as grantor, whether one or more) do, grant, bargain, sell and convey unto Jerry Lee Miller and Audrey Irene Miller, Husband and Wife (herein referred to as grantee, whether one or more), the following described real estate situated in Klamath County, Oregon to-wit:

See Legal Description Attached hereto and by reference incorporated herein.

Being the same real property acquired by John Keith Hoover by virtue of Deed Recorded on January 27, 2006 as instrument no. M06-01722 of the Klamath County, State of Oregon Deed Records; subsequently all right, title and interest transferred to the United States of America by Order of Forfeiture as recorded on May 12, 2017 as instrument no 2017-005262 of the Klamath County, State of Oregon, Deed Records.

Exceptions to Conveyance and Special Warranty Covenants: This conveyance is subject to all easements, rights of way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters or instruments that affect the property, rights of adjoining owners in any walls, fences, docks, piers and other improvements situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines and any encroachments or overlapping of improvements. Further subject to all real property taxes and assessments due and payable after the date of this deed. Should this conveyance, Grantee's use of the property or any other cause result in assessment of additional taxes for periods prior to the date hereof, such rollback taxes shall be the responsibility and liability solely of the Grantee. Grantee hereby agrees to indemnify and hold Grantor harmless of and from any suits, claims, demands, losses and liabilities arising in connection with its responsibilities and liabilities arising in connection with its responsibilities and liabilities under this paragraph.

Grantor warrants to defend all and the singular of the property against every person whomsoever lawfully claims, the same or any part thereto, except as to the reservations from and these exceptions to conveyance and special warranty covenants, when the claim is by, through, or under Grantor, but not otherwise.

Grantee, by acceptance of this deed, certifies that he has inspected the property and has satisfied himself as to the condition of the same and that Grantee, relying solely upon his own investigation and examination of the property and not upon any representation by Grantor, accepts the property in its "AS IS" and WHERE IS" condition, with any and all faults, defects and environmental conditions, without representation or warranty of any kind, express, implied, statutory or otherwise, including, without limitation, any warranty as to habitability, suitability, merchantability, condition or fitness, fitness for a particular purpose or fitness for any purpose.

Grantee recognizes and understands that the foregoing acknowledgments, confessions and agreements are a material inducement to Grantor in the execution and delivery of this deed and that, but for the foregoing acknowledgments, confessions and agreements, Grantor would not have executed and delivered

2017-005903

Klamath County, Oregon

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Fee: \$57.00

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this deed and Grantee recognizes, understands and agrees that the foregoing waivers, releases, indemnifications and other matters expressly apply to and include claims, losses, liabilities, damages and expenses arising, in whole or in part, out of the acts, omissions or negligence of Grantor or Grantor's predecessors in title or possession.

Grantor covenants to specially warrant the title to the property hereby conveyed against any claim or action arising from the Federal case styled "United States of America v. John Keith Hoover, Civil Action No. CR 14-00554-1-PXH-SRB, decided in United States District Court for the District of Arizona, the Final Order of Forfeiture, dated August 11, 2016, having been recorded on May 12, 2017 in the Klamath County, State of Oregon deed records as Document or instrument number 2017-005262

IN WITNESS WHEREOF, United States of America by and through THAVRY SINN,
its MANAGEMENT & PROGRAM ANALYST, has hereunto set its hand(s) and seal(s), this 26TH day of
MAY, 2017. ~~2016~~

United States of America

By [Signature]
Thavry Sinn (Name)
its Mgmt & Program Analyst (Title)

STATE OF Virginia
COUNTY OF Arlington

Be it remembered, that on this 26th day of May, 201~~6~~⁷ before me, the subscriber, a Notary Public in and for said County and State, came the United States of America, the Grantor herein, by and through Thavry Sinn, Mgmt & Program Analyst of the United States Marshals Service, Asset Forfeiture Division, being authorized to make this conveyance by Title 28 of the U.S. Code (28 CFR §§ 0.111, 0.113, 0.156), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and the act of said entity.

Given under my hand and official seal, this the 26th day of May, 201~~6~~⁷

Christina Bury
Notary Public

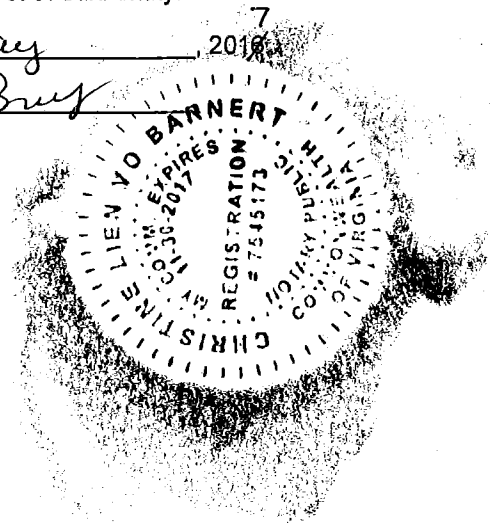


EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at the Northeast corner of Lot 4, Block 12, Oregon Pines Subdivision; said lot corner being North 88° 47' 27" West, 1,082.16 feet from the center of Section 10, Township 35 South, Range 11 East of the Willamette Meridian; thence along the Northerly boundary of said Subdivision as follows; South 1° 12' 48" West, 593.91 feet; thence South 59° 41' 46" East, 856.24 feet; thence South 13° 15' 05" East, 464.43 feet; thence South 38° 36' 03" West, 320.34 feet; thence South 31° 35' 19" East, 168.65 feet; thence North 76° 33' 23" East, 791.53 feet; thence South 62° 26' 30" East, 1578.54 feet; thence North 27° 27' 19" East, 503.39 feet; thence North 61° 27' 50" East, 425.00 feet; thence North 39° 04' 20" East, 43.26 feet to the center of the Fuego Fire Road; thence leaving the boundary of Oregon Pines Subdivision, northerly, along the centerline of the Fuego Fire Road to the Southeast corner of a tract of land described in Volume M81 Page 11515 of the Deed Records of Klamath County, Oregon; thence South 88° 12' 19" West, along said Deed boundary 1, 045.42 feet; thence North 04° 53' 43" West, along said deed boundary, to the East-West centerline of Section 10, Township 35 South, Range 11 East of the Willamette Meridian; thence North 88° 47' 27" West, along the East-West centerline of Section 10 to the point of beginning.

Exceptions

1. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
2. Special Assessment disclosed by the Klamath tax rolls:
For: Klamath Lake Timber Fire Patrol
3. Special Assessment disclosed by the Klamath tax rolls:
For: Klamath Lake Grazing Fire Patrol
4. Approved Road Rights of Way through Klamath Indian Reservation Tribal Land, including the terms and provisions thereof,
Recorded: February 13, 1959
Instrument No.: Volume 13, page 342, Miscellaneous Records
5. Deed of Tribal Property, including the reservations, terms and provisions thereof,
Recorded: April 21, 1959
Instrument No.: Volume 311, page 630
6. Declaration of Easement and Maintenance Covenant, including the terms and provisions thereof,
Recorded: November 30, 1977
Instrument No.: M77, page 23166