

**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by:

**2017-006161****Klamath County, Oregon****06/05/2017 03:55:00 PM****Fee: \$62.00**

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 132839AM

Please print or type information.

**1. AFTER RECORDING RETURN TO -**

Required by ORS 205.180(4) &amp; 205.238:

Name: Craig A ColeAddress: 5240 Tariff Court SECity, ST Zip: Salem, OR 97306**2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

**Document Title(s):** Statutory Warranty Deed**3. DIRECT PARTY / GRANTOR Names and Addresses - Required by ORS 205.234(1)(b)**

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

**Grantor Name:** United States of America**Grantor Name:** \_\_\_\_\_**4. INDIRECT PARTY / GRANTEE Names and Addresses - Required by ORS 205.234(1)(b)**

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

**Grantee Name:** Craig A Cole**Grantee Name:** \_\_\_\_\_**5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:****UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**Name: Craig A ColeAddress: 5240 Tariff Court SECity, ST Zip: Salem, OR 97306**6. TRUE AND ACTUAL CONSIDERATION -**

Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

**\$** 0**7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. - Required by ORS 312.125(4)(b)(B)**Tax Acct. No.: N/A

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$39,900.00 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 Craig A. Cole (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

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 Thavry Sinn  
Thavry Sinn (Name)  
its Mgmt & Program Analyst (Title)

STATE OF Virginia  
COUNTY OF Arlington

Be it remembered, that on this 26<sup>th</sup> day of may, 2016<sup>7</sup> 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 26<sup>th</sup> day of may, 2016<sup>7</sup>.

Christine Barnert  
Notary Public



EXHIBIT "A"  
LEGAL DESCRIPTION

The following described tract of land located in Section 3, Township 35 South, Range 11 East of the Willamette Meridian, Government Lots 2 and 3, the NE1/4 of the SW1/4 and beginning at the Northwest corner of the SW1/4 of the NE1/4 of said Section 3; thence South 88° 52' 34" East along the North boundary of the SW1/4 of the NE1/4, 661.37 feet; thence South 0° 46' 36" West along the West boundary of property described in Volume M78, page 24280 and Volume M78, page 23204, 2652.69 feet to the South boundary of the NW1/4 of the SE1/4 of said Section 3; thence North 88° 50' 56" West along the South boundary of the NW1/4 of the SE1/4 of said Section 3, 660.35 feet to the Southwest corner of the NW1/4 of the SE1/4; thence Northerly along the West boundary of the NW1/4 of the SE1/4 and the West boundary of the SW1/4 of the NE1/4, 2652.38 feet, more or less to the point of beginning.

## Exceptions

. Special Assessment disclosed by the Klamath tax rolls:  
For: Klamath Lake Timber Fire Patrol

. Special Assessment disclosed by the Klamath tax rolls:  
For: Klamath Lake Grazing Fire Patrol

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.

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

. Land Status Report, including the reservations, terms and provisions thereof,

Recorded: November 21, 1958

Instrument No.: Volume 305, page 205

Land Status Report, including the reservations, terms and provisions thereof,

Recorded: October 21, 1958

Instrument No.: Volume 305, page 215

. Deed of Tribal Property, including the reservations, terms and provisions thereof,

Recorded: March 10, 1959

Instrument No.: Volume 310, page 588

Deed of Tribal Property, including the reservations, terms and provisions thereof,

Recorded: April 21, 1959

Instrument No.: Volume 311, page 630

Reservations, including the terms and provisions thereof, contained in Deed

Recorded: March 10, 1959

Instrument No.: Volume 314, page 267

Declaration of Easement and Maintenance Covenant, including the terms and provisions thereof,

Recorded: November 30, 1977

Instrument No.: M77, page 23166