2017-009546 Klamath County, Oregon

08/23/2017 03:22:44 PM

Fee: \$52.00

After recording, return to:

M Kate McGinn Director of Gift Planning OHSU Foundation 1121 SW Salmon St. #100 Portland OR 97205-2020

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

M Kate McGinn Director of Gift Planning OHSU Foundation 1121 SW Salmon St. #100 Portland OR 97205-2020

(Above space reserved for Recorder's use)

AGREEMENT RENOUNCING RETAINED LIFE INTEREST IN RESIDENCE/FARM

DONOR

Patricia E. Boyer

1000 Town Center Drive, Apt. 3106 Klamath Falls, OR 97601-7137

DONEE

Oregon Health & Science University Foundation

1121 SW Salmon St. #100 Portland OR 97205-2020

PREMISES

1540 Carlson Drive

Klamath Falls, OR 97603-4112

AGREEMENT

Life Estate Agreement between Donor and Donee

Dated 12/19/2002

WHEREAS:

- By a deed recorded 8/24/05, (Instrument #M05-62695) in Klamath County, Oregon and a Life Estate Agreement (Agreement) dated August 17, 2005, Terrance L. Boyer (now deceased) and Patricia E. Boyer, as tenants by the entirety (Donors), donated their residence at 1540 Carlson Drive, Klamath Falls, Oregon, described on Exhibit A and attached hereto and incorporated herein (Premises) to Oregon Health & Science University Foundation (Donee) and reserved to themselves a life estate in the Premises.
- 2. Now the Donor desires to irrevocably terminate her retained life estate in the Premises effective August 23, 2017. As of that date, the Donee will take possession of the Premises and seek to sell the property.
- 3. All fixtures, including but not limited to all awnings, window screens and screen doors, storm doors and windows,; all plumbing, lighting (except floor and stand lamps), heating, cooling,

ventilating, elevating, watering and water heating apparatus and fixtures; all shades, curtains, and drapery rods, all attached floor coverings, and all attached bathroom accessories, together with all trees, plants and shrubbery in the yard are to remain with the Premises.

- 4. Prior to the date of termination, the Donor will continue to maintain the Premises and continue to maintain the insurance on the Premises against damage by fire and other hazards. The insurance on the Premises will be maintained in accord with the provisions of the Agreement.
- 5. Under the terms of the Agreement, the Donor agreed to pay any taxes associated with the premises. Upon the date when the Donor's retained life estate is effectively terminated August 23,2017, any property taxes for the year will be prorated and the Donor will be reimbursed by the Donee for any taxes paid beyond the termination date, The Donee will be responsible for any taxes that become due after the date that the Donor's retained life estate is effectively terminated.
- 6. By irrevocably renouncing her retained life interest in the Premises prior to maturity, the Donor will exchange the value of her remaining life interest for \$16,822.66 and will receive appropriate charitable gift consideration.

NOW, THEREFORE, the Donor does hereby irrevocably terminate her retained life estate in the Premises in accord with the terms provided above. The Donee will rely upon the stipulations provided above in carrying out its responsibilities under the Agreement and extending appropriate benefits to the Donor.

Signatures included on Page 3.

Oregon Health & Science University Foundation

Rebecca Auman, Interim President

State of Oregon County of Multnomah

Acknowledged before me this 32 day of August 2017

Micole Elizabeth Bood



OFFICIAL STAMP NICOLE ELIZABETH GOOD NOTARY PUBLIC - OREGON COMMISSION NO. 954146 MY COMMISSION EXPIRES SEPTEMBER 15, 2020

Patricia E. Boyer, Donor

State of Oregon

County of Klamath

County of Klamath

Acknowledged before me this 23rd day of Angust 2017

by Patricia E. Boyer

Janua Jean Pelcegro

OFFICIAL STAMP TWILA JEAN PELLEGRINO COMMISSION NO. 934477 MY COMMISSION EXPIRES DECEMBER 03,2018

E-Boyer