2017-010590 Klamath County, Oregon



09/19/2017 10:39:04 AM

Fee: \$52.00

After recording please return to: Smile4u Inc

PO Box 1337 Taylor, AZ 85939

APN: R-3512-01300-02400-000; R-3512-01300-02501-000;

R-3611-01900-02200-000 Mail Tax Statements to Above

Consideration: \$10.00 and other valuable goods

STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **Tracy Lee Costa and Carol Jeanne Lee**, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Smile4u Inc.**, a **Washington Corporation**, hereinafter referred to as Grantee, legally described as:

LEGAL DESCRIPTION: The West ½ of the North West ¼ of the North East ¼ of the South East ¼ of Section 13, Township 35 South, Range 12 East Willamette Meridian, consisting of five acres more or less. Excluding therefrom the Southern 30 feet as a non-exclusive easement for ingress and egress; R-3512-1300-2501, The E½ of the NE¾ of the NW¾ of the SE⅙ of Sec. 13, T35S, R12E W.M., Klamath County, OR, excluding therefrom the S 25' as an easement for ingress and egress; The W½ of Lot 28 located in the SW¾ of the SW¾ of Sec. 19, T36S, R11E W.M., Klamath County, OR. Together with a 30' easement for ingress and egress along the Northerly line of the E½ of Lot 28 in the SW¾ SW¼ of Sec. 19, T36S, R11E W.M. and tougher with a 60' non-exclusive easement for ingress and egress along the Ely line of the W½ of the W½ of Sec. 19, T36S, R11E W.M.

Situate in the County of Klamath in the state of Oregon

The Grantee accepts the real estate in "as is" condition and where presently located including any improvements, structures, easements, or encumbrances. The Grantor makes no representation about the suitability of the real estate for a particular purpose or the conditions therein. The Grantee has had an opportunity for due diligence and is purchasing this property based on Grantee's judgment and inquiry.

If a court of competent jurisdiction finds any provision, clause, or section of this document to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision, clause, or section illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision, clause, or section shall be considered modified so that it shall becomes legal, valid, and enforceable. If the offending provision, clause, or section cannot be so modified, it shall be considered deleted from this document. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision, clause, or section this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document.

This executory contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

JURISDICTION AND VENUE

If litigation is necessary to enforce this agreement, the jurisdiction shall be a court of proper jurisdiction in Whatcom County pursuant to the laws of Washington in force on the date of signing. The prevailing party shall be entitled to all legal costs, including but not limited to; court costs, attorney's fees, service fees, filing fees and all other costs associated with litigation.

APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

STATE OF ARKANSAS ss. (INDIVIDUAL ACKNOWLEDGEMENT)
County of Saline ss. (INDIVIDUAL ACKNOWLEDGEWENT)
I certify that I know or have satisfactory evidence that Tracy lee Costa is the
person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the
instrument.
Dated this 18 day of Flugust, 2017. Notary Signature
MARTHA BELK Print Name Martha Belk MY COMMISSION # 12389740 Notary Public in and for the State of Achanso S
My COMMISSION # 12389740 EXPIRES: September 18, 2022 Saline County Notary Public in and for the State of Ackarisa S My appointment expires: September 18, 2020

Dated this	day of _	Hugust	<u>,XO\``L</u> .
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Caro	l Jeanne Lee		
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STATE OF ARKANSAS ss. County of Saline	(INDIVIDUAL ACKNOWLEDGEMENT)
I certify that I know or have satisfactor person who appeared before me, and sa and acknowledged it to be from the control of the con	y evidence that <u>Case</u> <u>learne</u> is the aid person acknowledged that <u>She</u> signed this instrument ree and voluntary act for the uses and purposes mentioned in the
Dated this 18 day of Augus	Wasteller
MARTHA BELK MY COMMISSION # 12389740 EXPIRES: September 18, 2022 Saline County	Print Name Washer Belk Notary Public in and for the State of Askansas My appointment expires: 32 ptember 18,000