



RECORDING REQUESTED BY:
AmeriTitle
300 Klamath Ave.
Klamath Falls, OR 97601

2019-001834

Klamath County, Oregon

02/28/2019 09:49:01 AM

Fee: \$112.00

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

BLUE SKY INVESTMENT LLC
314 S 7th St PMB #124
Klamath Falls, OR 97601

Escrow No.: **OR-1571-YC**
Tax ID: **R612876**

This area reserved for County Recorder

SPECIAL WARRANTY DEED

Bank of America, N.A., Grantor, conveys and specially warrants **BLUE SKY INVESTMENT LLC**, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

The following real property situated in **Klamath County, Oregon**:

THE NORTH 40 FEET OF LOTS 680 AND 681, BLOCK 107, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Property commonly known as: **920 Martin Street, Klamath Falls, OR 97601**

This property is free of all encumbrances created, EXCEPT: **Exceptions to the covenants described in ORS 93.855(2)**

The true consideration for this conveyance is **\$ 43,500.00**

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby warrant and will defend the title to the property against all persons who may lawfully claim the same by, through or under the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: 2-11-19

Bank of America, N.A.

By: [Signature] 2/11/19
Carrington Mortgage Services, LLC, as Attorney in Fact

Name: Tony Valencia
Director, Foreclosure Servicing

Title: Carrington Mortgage Services, LLC, Attorney in Fact

State of _____

County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ as an _____ for **Carrington
Mortgage Services, LLC, As Attorney-in-Fact for Bank of America, N.A.**; 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 _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

See Attached

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.

CALIFORNIA ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

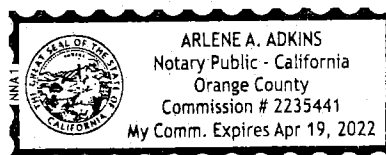
County of Orange

On 2-11-19, before me, Arlene A. Adkins, Notary Public, personally appeared, Tony Valencia, 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.

Signature [Signature] (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SWID

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 2-11-19

7000047195

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

OWNER'S AFFIDAVIT AND CERTIFICATE
OF DOMESTIC STATUS

STATE OF _____
COUNTY OF _____

BEFORE ME, a notary public, on this day personally appeared _____ *[insert name of signer]*, who being first duly sworn, deposes and says that to the undersigned's best knowledge, which knowledge is based solely upon the undersigned's review of the appropriate business and property records prepared by or provided to Bank of America, N.A., a national association ("BANA"):

1. I am the _____ *[insert title of signer]* of Bank of America, N.A., a national association.

2. This Affidavit is made for the purpose of inducing AmeriTitle Company ("Title Company") to insure title to the Property described below in connection with a sale ("Sale") of such Property by or at the direction of BANA.

3. BANA is the owner of that certain real property described as follows (the "Property").

See Attached Exhibit "A"

4. No unrecorded agreements have been entered into with respect to the Property by or at the direction of BANA, no material has been furnished by or at the direction of BANA to the Property, and no labor has been performed by or at the direction of BANA to the Property, for which payment will not be made in a timely manner. BANA hereby agrees to indemnify and hold the Title Company harmless from and will pay any and all loss, costs or damages, including reasonable attorney's fees which the Title Company may incur or become liable for under its commitment or policy of title insurance insuring the Property Sale as a direct result of: (i) the Title Company's reliance on the truth of the statements made in this Paragraph 4, (ii) the filing of a lien against the Property by any contractor or materialman who supplied labor or materials to the Property at the direction of BANA, (iii) the filing of a Federal or State tax lien against BANA during the period of BANA's ownership of the Property that encumbers title to the Property, or (iv) a judgment or claim against BANA that encumbers title to the Property during the period of BANA's ownership of the Property.

5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by BANA, the undersigned hereby certifies the following on behalf of BANA: BANA is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); BANA is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); BANA's U.S. employer identification number is _____; and BANA's office address is C/O: 2505 W Chandler Blvd, Chandler AZ 85224. BANA understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of BANA.

By: _____

Individually and on behalf of Bank of America, N.A.

Tony Valencia

Print Name: Director, Foreclosure Servicing
Carrington Mortgage Services, LLC, Attorney in Fact

State of _____)
County of _____)

Sworn to and subscribed before me on the ____ day of _____, 20____, by
_____.

(Notarial Seal)

Notary Public

See Attached

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.

JURAT

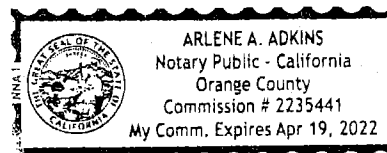
State of California

County of **Orange**

Subscribed and sworn to (or affirmed) before me on this 11 day of February, 2019,
by TONY VALANCIA, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Owners Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 2.11.19

7000047195

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one, which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document.

EXHIBIT "A"
LEGAL DESCRIPTION

The North 40 feet of Lots 680 and 681, Block 107, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.