

2019-002048

Klamath County, Oregon



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03/06/2019 02:06:45 PM

Fee: \$87.00

After recording, mail to:

Melvin D. Ferguson  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls, OR 97601

Send tax statements to:

Kenneth S. Dugan, Trustee  
Dianne E. Spires, Trustee  
Restated Marjorie H. Dugan Trust  
224 Mtn. View Blvd.  
Klamath Falls, Oregon 97601

Returned at Counter

### BILL OF SALE / DEED

For adequate consideration and for purposes of estate planning **Marjorie Helen Dugan, by and through her Agent, Dianne Elizabeth Spires, pursuant to that Durable Power of Attorney dated June 13, 2018**, Grantor, grants, conveys, sells, transfers and delivers to the **Kenneth S. Dugan and Dianne E. Spires, Successor Trustees of the Restated Marjorie H. Dugan Trust dated September 16, 1997**, Grantee, the improvements and other fixtures and tangible personal property situated on the following described property:

Lot A6, Lake of the Woods Recreational Unit, Klamath County, Oregon.

Said improvements, fixtures and tangible personal property includes the following:

- 1200 square foot stick frame built cabin together with interior and exterior improvements.
- Outbuildings including pumps, piping and electrical for a domestic water system, property storage and an outhouse.
- All tangible personal property in the interior and exterior of the cabin including but not limited to furniture, beds, dishwares, utensils, rugs, lamps, deck furniture, water toys, etc.
- Private Boat dock associated with cabin A6.

It is recited that the property listed is either personal property or fixtures. Grantors and Grantee agree and acknowledge that the described improvements are subject to a U.S. Department of Agriculture, Forest Service, Term Special Use Permit for Recreation Residences authorized by an Act of March 4, 1915, 16 U.S.C. 497 and amendments thereto.

Diane Elizabeth Spires, Agent for Marjorie H. Dugan pursuant to that described Durable Power of Attorney, covenants and agrees that Marjorie H. Dugan is the owner of the above described property and improvements and said property and improvements are free from encumbrances and Marjorie H. Dugan personally and Dianne Elizabeth Spires as agent for Marjorie H. Dugan has the right and authority to grant, convey, sell, transfer and deliver the same.

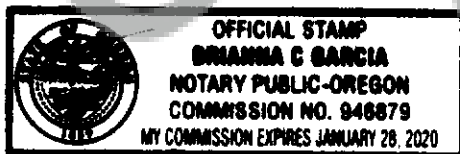
Marjorie H. Dugan by and through her agent Dianne Elizabeth Spires, expressly disclaims all warranties, either expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Marjorie H. Dugan, by and through her agent Dianne Elizabeth Spires, neither assumes nor authorizes any other person to assume for them any liability in connection with the granting, conveyance, sale, transfer and delivering of the described property. Marjorie H. Dugan by and through her agent Dianne Elizabeth Spires, disclaimer of warranties contained in this Bill of Sale / Deed does not affect in any manner, the terms of any warranty from the manufacturer of the described property that may be applicable to such property.

Dated this 6 <sup>March</sup> day of ~~February~~, 2019.

*Marjorie H. Dugan by*  
*Dianne E. Spires, attorney-in-fact*  
Marjorie H. Dugan, by Dianne Elizabeth  
Spires, her attorney-in-fact.

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on <sup>March</sup> ~~February~~ 6, 2019, by Dianne Elizabeth Spires as attorney-in-fact for Marjorie H. Dugan.



*Brianna C. Garcia*  
Notary Public - State of Oregon  
My commission expires: 1/28/20