

After recording return to:  
Alice Clausen  
12316 NE Spurrel Rd.  
Woodland, WA 98674

2019-013674  
Klamath County, Oregon



11/22/2019 09:21:08 AM

Fee: \$92.00

Until a change is requested  
all tax statements shall be sent to:  
Alice Clausen  
12316 NE Spurrel Rd.  
Woodland, WA 98674

Returned at Counter

## BARGAIN AND SALE DEED


KNOW ALL BY THESE PRESENTS that BRIAN WIXOM, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ALICE CLAUSEN, hereinafter called Grantee, and unto Grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

The East 500 feet of the West 1700 feet of Lot 9, Block 18, KLAMATH FOREST ESTATES, Sycan Unit, Klamath County, Oregon. Excepting therefrom the North 360 feet of said Lot 9.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$6,000.00.

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.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 30 day of May, 2019.

  
\_\_\_\_\_  
Brian Wixom

STATE OF OREGON            )  
  )     ss.  
County of Marion         )

On this 30<sup>th</sup> day of May, 2019, personally appeared the above named Brian Wixom, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

  
\_\_\_\_\_  
Notary Public for Oregon.



## SALE AGREEMENT

Date: May 30, 2019  
Seller: Brian Wixom  
Purchaser: Alice Clausen

Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain real property commonly known as Klamath County Assessor Map Tax Lot No. R-3313-02400-00700-000, Klamath County, Oregon, and hereinafter called the "Property".

### Agreement

Now, therefore the parties agree as follows:

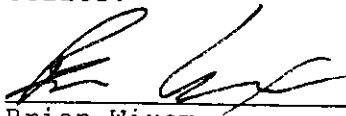
1. **Sale and Purchase.** Purchaser agrees to purchase the Property from Seller and Seller agrees to sell the Property to Purchaser for the sum of \$6,000.
2. **Payment.** The full purchase price shall be payable to Seller in cash upon Seller providing a bargain and sale deed to the Property to Purchaser. Delivery of the deed and payment to Seller of the purchase price shall occur on or before June 1, 2019.
3. **Taxes.** The parties agree that the property taxes for the current tax year have been paid by Seller and are not being pro-rated.
4. **AS IS.** Purchaser has accepted this agreement based upon Purchaser's own examination of the Property. Seller makes no representations or warranties concerning the condition of the Property, the location of the property lines, or the fitness of the Property for any particular purpose. Seller shall not be obligated to Purchaser in any way regarding any condition of the Property. Seller has made no agreement to alter or repair the Property and makes no warranties whatsoever. Purchaser takes the Property in its present condition, known and unknown, AS IS.
5. **Time of Essence.** Time is of the essence hereof. If either party fails to consummate this transaction as contemplated herein, either party shall have the right to terminate this Agreement. Upon such termination this Agreement shall be of no further binding effect, and neither party shall have any liability to the other hereon.
6. **Binding.** This contract is binding upon the heirs, executors, administrators, successors and assigns of the Purchaser and Seller. However, the Purchaser's rights herein are not assignable without written consent of Seller.
7. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the purchase of the Property. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto.

This agreement was prepared by Stephen L. Tabor, P.C. on behalf of the Seller.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR

SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

Seller:



Brian Wixom

Purchaser:



Alice Clausen