

2021-006273

Klamath County, Oregon

04/21/2021 01:48:00 PM

Fee: \$107.00

AFTER RECORDING RETURN TO:

Durable Investments, LLC
10175 SW Barbur Blvd. Ste 214B
Portland OR 97219

SEND ALL TAX STATEMENTS TO:

Durable Investments, LLC
10175 SW Barbur Blvd. Ste 214B
Portland OR 97219

BARGAIN AND SALE DEED

GRANTOR(S): Christopher C. Young

GRANTEE: Durable Investments, LLC, an Oregon Limited Liability Company

TRUE AND ACTUAL CONSIDERATION: \$1,000.00 (One-Thousand Dollars).

AGREEMENT:

1. For the consideration of \$250.00 (Two-Hundred and Fifty-Dollars), Christopher C. Young Grantor(s) conveys to Grantee all of Grantor's rights title, use and interest, including but not limited to all rights under ORS Chapter 18 and funds from that sheriff's sale in and to that certain real property being more particularly described below (the "Property") in their entirety and is nonrefundable. This paragraph is enforceable regardless of whether the Grantee is the winning bidder at a sheriff's sale.
2. If Grantee is the winning bidder at that certain sheriff's sale ("Auction") scheduled to be conducted on May 26, 2021, Grantee shall pay to Grantor an additional sum of \$750.00 (Seven-Hundred and Fifty-Dollars). Grantor agrees to vacate the property within 30 days of the sale.

LEGAL DESCRIPTION: W1/2 SE1/4 NE1/4 of Section 22, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

More commonly known as: 23615 BLISS RD, SPRAGUE RIVER OR 97639-8607

Grantor is aware that the Property is currently subject to a foreclosure action under Klamath County Circuit Court Case No. 21CV04393, and that a sheriff's sale of the Property is expected to be scheduled therein or is currently scheduled for May 26, 2021. Grantee seeks to acquire the interests of Grantor in the Property, to include Grantor's potential right of redemption and title rights in anticipation of:

- 1) the Grantee purchasing the Property at the sheriff's sale for its own benefit, and then using the acquired redemption rights to obtain an early Sheriff's Deed under ORS Chap.18; and/or
- 2) the Grantee exercising or conveying the acquired redemption rights post-sale for its own benefit.
- 3) the Grantee seeking to recover at its own expense any surplus proceeds held by the court after payment of the underlying judgement, and after any successful claims by other foreclosed lienholders, all for its own benefit.

Through this transaction, Grantee makes no representations and Grantor acknowledges it is not relying on any representations regarding: the value of the Property, the amount or enforceability of any foreclosed junior liens, the potential for any Surplus Proceeds, the ease, difficulty, cost, expertise, urgency or likelihood of acquiring such proceeds, or the value or validity of the Grantor's rights of redemption. Prior to executing this Bargain & Sale Deed, Grantee urges Grantor to investigate the value of the Property, the amount of the Foreclosure Judgment, and the amount of any other foreclosed junior liens, if any. Grantor acknowledges it retains no right to or interest in any payment from any recovered surplus proceeds, if any, by Grantee, pursuant to ORS Chap. 18.

The agreement embodied in this Bargain and Sale Deed represents the entire and exclusive agreement between the Grantor and the Grantee. There are no other verbal agreements, terms or conditions between the parties which are not expressly provided herein. All representations, covenants, and warranties contained herein shall survive closing.

Prior to signing, Grantor is entirely free to forgo this agreement and to pursue its interest independently at its own risk and expense.

Grantee recommends that Grantor consult with an independent attorney regarding the meaning and consequences of this document.

ALL PAYMENTS MADE HEREUNDER ARE NON-REFUNDABLE.

BY ACQUIRING GRANTOR'S INTEREST IN THE PROPERTY, GRANTEE IS NOT PLEDGING TO ASSUME OR OTHERWISE MAKE ANY PAYMENTS ON ANY OBLIGATIONS SECURED BY THE PROPERTY, SUCH AS MORTGAGES, DEEDS OF TRUST, OR REAL ESTATE CONTRACTS.

GRANTEE IS NOT A CONSULTANT FOR GRANTOR, IS NOT ADVISING GRANTOR REGARDING ANY PENDING OR THREATENED FORECLOSURE SALE, AND IS NOT ACTING ON BEHALF OF GRANTOR TO STOP, ENJOIN, DELAY, VOID, SET ASIDE, ANNUL, STAY, OR POSTPONE ANY PENDING OR THREATENED FORECLOSURE SALE.

In construing this instrument and whenever the context so requires, the singular becomes plural.

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, AND 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 THE 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.




Christopher C. Young

4/15/21
Date

STATE OF: California)
COUNTY OF: Los Angeles) ss

This instrument was acknowledged before me on this 19 day of April, 2021, by Christopher C. Young, who appeared before me having given satisfactory evidence of identification and executed this instrument of their own free will.


Name: _____
Notary Public for the State of: CA
My Commission Expires: 7/25/2024



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

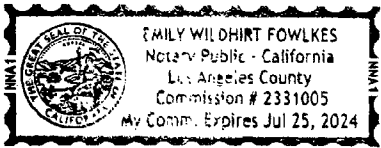
State of California

County of Los Angeles

On April 19, 2021 before me, Emily Wildhult Fowlkes, Notary Public

personally appeared Christopher C. Young
Date Here Insert Name and Title of the Officer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Emily Wildhult Fowlkes
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bargain and Sale Deed.

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

State of Oregon

County of Multnomah

ORS 205.244 Recorded At
The Request OF John Fitzgerald
To correct This missing Affidavit.
Previously Recorded In Book And
Page, OR AS Fee Number 2021-006226

I, John Fitzgerald, being sworn, state as follows:

I am John Fitzgerald of Durable Investments LLC. On April 19, 2021, prior to purchasing the real property located at 23615 Bliss Rd., Sprague River, OR 97639, I complied with the notice requirement under subsection (1) of Section 2 of SB 11, by providing the attached notice to CHRISTOPHER C YOUNG, seller, by (hand delivery/email/first class mail/fax, etc.).

Signed John Fitzgerald

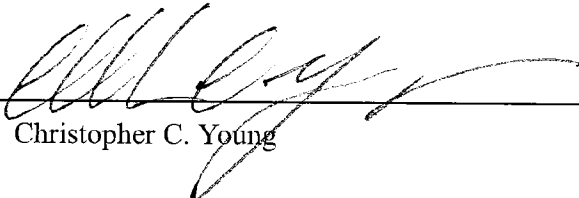
Subscribed and sworn to before me by John Fitzgerald

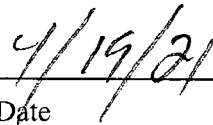
Sharon Leckey
Notary public

Sharon Leckey



WARNING: You should be careful about this kind of transfer of property. Make sure you understand the documents that you sign. You may still own interests in this property. If you sign the deed to transfer this property, you may be giving up all of your interests in this property, such as redemption rights and rights to “surplus funds.” “Surplus funds” are any extra money if the property is sold at the sheriff’s execution sale for more than what is owed on the property. If you have questions, talk to a lawyer before signing.


Christopher C. Young


Date