

**2021-009056**

**Klamath County, Oregon**

06/08/2021 10:40:00 AM

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): Vida C. Young

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

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

**AGREEMENT:**

For the consideration of \$1000.00 (One-Thousand Dollars), 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 in and to that certain real property being more particularly described below (the "Property") in their entirety and is nonrefundable.

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 was currently foreclosed under Klamath County Circuit Court Case No. 21CV04393, and that a sheriff's sale of the Property occurred 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 the Grantee exercising or conveying the acquired redemption rights post-sale 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, 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.

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,**

Vida C. Young 6-7-21  
Date

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who appeared before me having given satisfactory evidence of identification and executed this instrument of their own free will.

Notary Signature

Name: \_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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 SAN DIEGO

On JUNE 7TH, 2021  
Date

before me, MARIANA MEDINA CASTELLANOS  
Here Insert Name and Title of the Officer

**NOTARY PUBLIC**

personally appeared VIDA C. YOUNG

Name(s) of Signer(s)

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

*[Handwritten Signature]*

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: JUNE 7TH, 2021 Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General


☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**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.**

  
\_\_\_\_\_  
**Vida C. Young**

6-7-21  
**Date**

Unofficial  
Copy

State of Oregon

County of Multnomah

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

I am John Fitzgerald of Durable Investments, LLC. June 7, 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 Vida Young, seller, by (**hand delivery**/email/first class mail/fax, etc.).

Signed John Fitzgerald

Subscribed and sworn to before me by John Fitzgerald

[Signature]  
Notary public

