## **RECORDING COVER SHEET** (Please print or type)

After recording return to:

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

# 2022-012815 Klamath County, Oregon



10/28/2022 01:03:00 PM

Fee: \$97.00

ORS 205.234(1)(c)

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KR HESS LAW, PC		
6540 LUSK BLVD., C176		
SAN DIEGO, CA 92121	<del></del>	
L. Title(s) of the transaction(s)  Quitclaim Deed		ORS 205.234(1)(a)
2. Direct party(ies) / grantor(s)	Name(s)	ORS 205.234(1)(b)
John P. Barton and Claudia F. Barton Trustees, or an	y successors in trust, under the	
Barton Properties Charitable Remainder Trust dated	June 2, 2020, whose address is	
1422 Vue du Bay, San Diego, CA 92019		
3. Indirect party(ies) / grantee(s)  John P. Barton and Claudia F. Barton Trustees, unde	Name(s)	ORS 205.234(1)(b)
J. True and actual consideration: ORS 205.234(1) Amount in dollars or other	5. Send tax statements to:	ORS 205.234(1)(e)
\$ .00	John P. Barton	
Other:	1422 Vue Du Bay CT	
	San Diego, CA 92109	
. Satisfaction of lien, order, or warrant: ORS 205.234(1)(f)	7. The amount of the monetary of by the lien, order, or warrant:	
FULL PARTIAL	\$	
B. Previously recorded document reference:		
. If this instrument is being re-recorded co	mplete the following statement:	ORS 205.244(2)
"Rerecorded at the request of		
to correct		
previously recorded in book and p	page , or as fee number	

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

KR HESS LAW, PC 6540 Lusk Blvd., Suite C176 San Diego, CA 92121

**MAIL TAX STATEMENTS TO:** 

John P. Barton & Claudia F. Barton TTEEs 1422 Vue Du Bay Ct. San Diego, CA 92109

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantors Declare there is zero documentary transfer tax

#### QUITCLAIM DEED

John P. Barton and Claudia F. Barton Trustees, or any successors in trust, under the Barton Properties Charitable Remainder Trust dated June 2, 2020, whose address is 1422 Vue du Bay, San Diego, CA 92019, (referred to herein as "Grantors"), hereby convey and warrant to John P. Barton and Claudia F. Barton Trustees, under the Barton Declaration of Trust dated March 21, 1980 whose address is 1422 Vue du Bay, San Diego, CA 92019 (referred to herein as "Grantees"), all of Grantors' interest in and to the following described real property located in Klamath County, Oregon, free of liens and encumbrances except as specifically set forth herein:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXCEPTIONS of record on file with the County of Klamath, Oregon.

The true consideration for this conveyance is: NONE

Dated: September 28, 2022

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.

John P. Barton, Trustee

Grantor - Transferor

C. Bouton

Claudia F. Barton, Trustee Grantor - Transferor

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 ) S.S. **COUNTY OF SAN DIEGO** 

On September 28, 2022, before me, Haleda Jasserman, a Notary Public, personally appeared John P. Barton and Claudia F. Barton, 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 Wasseman

HALECIA WASSERMAN Notary Public - California San Diego County Commission # 2358499 My Comm. Expires Jun 18, 2025

(Seal)

## EXHIBIT A

### **Legal Description**

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

Parcel 1: Lots 13 and 14 in Block 19 of Second Addition to the City of Klamath Falls.

Lot 3 in Block 67, Lakeview Addition to the City of Klamath Falls.

Lots 1, 2, 3, 4, 5, 6, & 7 in Block 107 of Buena Vista Addition to the city of Klamath Falls, Oregon, EXCEPTING THEREFROM that portion deeded to the State of Oregon, by and through its State Highway Commission in Deed Volume 281 page 320, Deed records of Klamath county, Oregon.

All according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 3: SE1/4 SE114 Section 4 Township 41 South, Range 10 East of the Willamette Meridian.

The parties herein confirm and agree by their signatures above and/or acceptance of this document that the preparer of this document has not advised the parties on the propriety or suitability of the conveyance; has been engaged solely for the purpose of preparing this instrument; has prepared the instrument only from information given to preparer by the parties and/or their representatives; has not verified the accuracy of the consideration stated to have been paid or upon which any tax may have been calculated; has not verified the legal existence or authority of any party or person executing the document; has not been requested to provide nor has preparer provided a title search, an examination of title or legal description, an opinion on title, legal review or advice of any sort, or advice on property taxes, reassessments, other taxes or the tax, legal or non-legal consequences that may arise from the conveyance; and that they agree to hold harmless, indemnify and defend the preparer from and against any and all losses, liabilities, claims, demands, actions, suits, proceedings, and costs of every nature arising therefrom. The parties herein further agree at any time, and from time to time, to cooperate, adjust, initial, execute, re-execute and redeliver such further deeds and documents, correct any defect, error or omission and do any and all such further things as may be necessary to implement and carry out the intent of the parties in making this conveyance. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.