Klamath County, Oregon

08/14/2023 03:40:02 PM

Fee: \$97.00

RECORDING COVER SHEET (Per ORS 205.234 or ORS 205.244)

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet <u>do not</u> effect the Transaction(s) contained in the instrument itself

This space reserved for use by the County Recording Office

After recording return to: Michael D. Reeder 2636 Windsor Circle West Eugene, Or. 97405

First American Title 4085237KW

- 1) Title(s) of Transaction(s) ORS 205.234(a) Bill of Sale
- 2) Direct Party/Grantor(s) ORS 205.125(1)(b) and ORS 205.160
 Michael D. Reeder Persoanal Rep for David Dalmer Reeder Estate
- 3) Indirect Party/Grantee(s) ORS 205.125(1)(a) and ORS 205.160
 Andrea S. Vigo
- 4) True and Actual Consideration ORS 93.030 \$ None.
- 5) Send Tax Statements to: Michael D. Reeder

2636 Windsor Circle West Eugene, OR 97405

: If this box is checked, the below applies:

If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "Rerecorded at the request of to correct previously recorded in Book and Page, or as Fee Number."

(Legal description if corrected is attached to included certified document of the original.)

First American Title 4085231KW

BILL OF SALE

Michael D. Reeder ("Seller"), acting as Personal Representative ("PR") of David Dalmer Reeder ("Decedent") in the Estate of David Dalmer Reeder pending under Klamath County Circuit Court Case No. 20PB02028 ("Estate"), grants, conveys, transfers and delivers to Andrea S. Vigo, an Estate beneficiary ("Buyer"), an undivided 37.5% interest as tenant in common in Seller's interest, right, and title in the property described generally as Lot 5, Block F, Lake of the Woods, Klamath County, Oregon ("Property"), which Property may be more specifically described as rights of occupancy and sale as described in a Term Special Use Permit for Recreational Residences ("Permit") in the permit area known as Lot F-05 of the Lake of the Woods tract, together with the cabin, dock, and personal property on the Property on this Bill of Sale's effective date.

Seller shall be conveying a total of 2/3 of the undivided interest in the Property from the Estate ("Estate's Property Interest", or "EPI" for short). Seller shall be conveying the EPI through three Bills of Sale, of which this Bill is one. The other two Bills of Sale shall be delivered by Seller to Michael D. Reeder ("Mike") and to the then-serving Trustee of the James Lloyd Reeder Supplemental Needs Trust created by Decedent's Will ("Trustee") on the basis that Mike and Trustee are the other two devisees under Decedent's Will.

The EPI was owned by Decedent on the date of Decedent's death, and Seller now controls the EPI by virtue of his appointment as Decedent's Personal Representative ("Appointment"). Seller covenants and warrants that he is legally entitled to convey the EPI from the Estate by virtue of the Appointment, and that the EPI at conveyance from the Estate is free from any third-party claims, liens, or interests created by Seller.

Each Buyer receiving a part of the EPI from the Estate by accepting an Estate Bill of Sale from Seller acknowledges through their acceptance of the Bill just described that Decedent's brother, Steve Reeder ("Steve"), owns the third of the undivided interest in the Property that is not being distributed from the Estate. Each such Buyer also acknowledges that, notwithstanding Steve's agreed 1/3 undivided interest in the Property, the Permit stood solely in Decedent's name on the date of Decedent's death pursuant to a United States Forest Service ("USFS") policy that, to the extent property for which a permit is issued is owned by more than one person, only one person may hold the Permit.

It is anticipated that, after the EPI is distributed from the Estate, the persons holding all of the interest in the Property will need to select one person among them to hold the Permit. It is also anticipated that all such persons will need to coordinate and cooperate with USFS around getting their undivided interests in the Property recorded with USFS in the manner required by USFS. Each Buyer accepting a Bill from Seller for any part of the EPI agrees to work in good faith with all other persons who have an interest in the Property on getting the Permit issued in the name of one of them and then on registering their respective interests under that Permit with USFS in the manner required by USFS, and each such Buyer agrees, if he or she accepts a Bill of Sale from Seller containing the agreement just described, he or she is estopped from denying that agreement was made.

Except for the covenants and warranties stated above, Seller transfers the Property to Buyer as is, where is and with all faults and without covenants or warranties of any type.

The transfer described in this Bill of Sale is taking place pursuant to a General Judgment of Distribution ("Judgment") entered in the Estate. Notwithstanding that Seller may be signing and delivering this Bill of Sale on a date after the date of the Judgment's entry, this Bill of Sale shall be effective for all purposes as of the date of the Judgment's entry.

SELLER:

The Estate

By Michael D. Reeder, PR

MilOR

Estate of David Dalmer Reeder

Michael D. Reeder, Personal Representative

NOTARY ACKNOWLEDGEMENT ATTACHED TO DOCUMENT Bill of Sale

File No: **7161-4085237 (kw)** Date: **August 09, 2023**

STATE OF Oregon)

County of Lane)ss.

This instrument was acknowledged before me on this 10 day of August, 2013 by Michael D. Reeder as Personal Representative of The Estate of David Dalmer Reeder, deceased, on behalf of the estate.

Notary Public for Oregon My commission expires: 11-(1-24

OFFICIAL STAMP
Ellen Roberta Aronowitz
Notary Public - Oregon
Commission No 1005868
Ny Commission Exp res November 11, 2024