



2023-007372
Klamath County, Oregon
08/28/2023 12:15:01 PM
Fee: \$92.00

THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Anthony Edwards and Charmaine Edwards

PO Box 452

Bly, OR 97622

Until a change is requested all tax statements shall be sent to the following address:

Anthony Edwards and Charmaine Edwards

PO Box 452

Bly, OR 97622

File No. 599224AM

STATUTORY WARRANTY DEED

William A. Behrens,

Grantor(s), hereby convey and warrant to

Anthony Edwards and Charmaine Edwards, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 13 in Block 2 of BLEY-WAS HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true and actual consideration for this conveyance is \$5,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2023-2024 Real Property Taxes, a lien not yet due and payable

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.

Dated this 24th day of August, 2023

William A. Behrens
William A. Behrens

State of Idaho } ss
County of Nez Perce

On this 24 day of August, 2023, before me, Salea Dugger, a Notary Public in and for said state, personally appeared William A. Behrens, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Salea Dugger
Notary Public for the State of Idaho
Residing at: Lewiston, ID
Commission Expires: 02/26/24





AFFIDAVIT AND INDEMNITY CONSTRUCTION
(Existing Construction)

Order No. 599224AM

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Commitment/Title Report (commitment) for Title Insurance issued by AmeriTitle, LLC AND THEIR UNDERWRITER (the Company) under Order No. 599224AM, for an ALTA Owner's and/or Loan Policy of title insurance (the Policy or Policies),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.


Nothing contained herein shall be construed so as to obligate the Company to issue said Policy or Policies without showing said General Exceptions. However, should the Company do so, it may do so in part in reliance upon the undertakings of the undersigned Affiant and the issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

NOW THEREFORE the Affiant, being first duly sworn, deposes and says that:

1. Said Land has been owned and/or occupied by the Affiant for 19 years and the Affiant's enjoyment thereof has been peaceable and undisturbed.
2. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land,
EXCEPT: _____
If None, check here ☒ (attach list, if necessary, and attach copies of any written agreements)
3. There are no contracts for the making of repairs or for new construction on said Land, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last 120 days, for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc.,
EXCEPT: _____
If None, check here ☒
4. The property has not been the subject of any special real property tax deferral program.
EXCEPT: _____
If None, check here ☒
5. I/We have not pledged or borrowed against any crops or timber located on the described property.
6. Affiant ☐ HAS or ☒ HAS NOT entered into an agreement to defer or modify payments (forbearance) due for the loan with _____ (name of lender).

The Affiant hereby agrees (1) to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of or growing out of any such matters not identified herein, and (2) to defend at the Affiant's own costs and charges on behalf of and for the protection of the Company and of any parties insured or who may be insured against loss by it under said Policy or Policies (but without prejudice to the right of the Company to defend at the expense of the Affiant if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said land.

IN WITNESS WHEREOF, the undersigned has/have executed this agreement this 24th day of August, 2023.


William A. Behrens