

KNOW ALL MEN BY THESE PRESENTS, That ADOLPH CACKA and AMELIA CACKA, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by A. A. FARMS, a co-partnership consisting of ADLOPH CACKA, JR. and ARNOLD CACKA, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situate in the County of Klamath and State of Oregon, described as follows, to-wit:

PARCEL I: The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and all that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 41 South, Range 11 East of Willamette Meridian, lying South of the right of way of the U.S. Government Canal "D", containing 47 acres more or less.

PARCEL II: The SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 41 S. Range 11 E., W.M., and that portion of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 2, Township 41 S., R. 11 E., W.M., lying South of the present Government Canal; and that portion of the following described triangular parcel of land lying South of the present Government Canal in the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 3, Township 41 S., R. 11 E., W.M., described as follows: Beginning at the Northeast corner of the SE $\frac{1}{4}$ of Sec. 3, thence south on the Section line between Sections 2 and 3, to the Southeast corner of Sec. 3, thence West on the South line of Sec. 3, 125 feet, thence Northeasterly to the place of beginning.

PARCEL III: The South Half of the Southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section One (1), Township Forty-one (41) South, Range Eleven (11) East, Willamette Meridian, containing 80 acres, more or less, together with all water rights, claims and benefits whatsoever belonging or pertaining thereto.

SUBJECT TO: Acreage and use limitations under United States Statutes and regulations, issued thereunder; liens, assessments, regulations, water and irrigation rights of Klamath Project and Klamath Irrigation District; mortgage in favor of Federal Land Bank of Spokane, a corporation, and note secured thereby, recorded in Vol. M-68, page 8324, Mortgage Records of Klamath County, Oregon, and which grantee assumes and agrees to pay; rights of way of record and apparent thereon. (Mortgage affects Parcels I and II)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free and clear from all encumbrances except as above set forth, and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

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The true and actual consideration paid for this transfer, stated in terms of dollars is \$114,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration which is an annuity agreement for life with an annual payment of \$7,358.18 plus assumption of mortgage indebtedness of \$14,000.00.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 13th day of Feb, 1969.

Adolph Cacka sr.

Amelia Cacka

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

February 13, 1969

Personally appeared the above named ADOLPH CACKA and AMELIA CACKA and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Alameda E. Giacominis
Notary Public for Oregon

My Commission expires: Aug 5, 1970

(SEAL)

STATE OF OREGON,
County of Klamath

Filed for record at request of

J. Anthony Giacominis
on this 14th day of Feb, A.D. 1969

at 3:50 o'clock P. and d.

recorded in Vol. 7669 of Dude

pg. 1249

Wm D. MILNE, County Clerk

Charles F. Koudman Deputy

Fee 500

Warranty Deed Page -2-

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