

1967

58189

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KNOW ALL MEN BY THESE PRESENTS, That J. ANTHONY GIACOMINI and SYDNEY K. GIACOMINI, husband and wife

hereinafter called grantor,
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ERNEST R. SESSOM and DORIS C. SESSOM, husband and wife,

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Lots 11, 12, 13 and 14, Block 3, Canal Addition.

SUBJECT TO: Zoning ordinances, reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and also mortgage, including terms thereof, in favor of First Federal Savings & Loan Association, recorded in Vol. M-72, page 10864 Records of Klamath County, Oregon, securing its Loan Account Numbers 010-9107 and 910-9107 which Grantee hereby assumes and agrees to pay and perform according to the terms thereof.

As part of the consideration for this transaction, grantees covenant and agree that in the event they desire to remove the house located at 915 Walnut, Klamath Falls, Oregon, at any time prior to April 15, 1987, they shall first offer the house to the grantors. The offer shall be made in writing and sent certified mail, return receipt requested to the grantors at 635 Main Street, Klamath Falls, Oregon 97601. The grantors shall have 30 days from receipt of the offer to accept the said offer. If the offer is not accepted within 30 days or is sooner rejected, grantees may remove the house located at 915 Walnut Street, Klamath Falls, Oregon. If accepted, grantors shall not be obligated to pay grantees for the house.

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

And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from incumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor except as above set forth.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$50,000.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).^① Assumption of mortgage and contract payments.

In construing this deed the singular includes the plural as the circumstances may require.

Witness grantor's hand this 9th day of November, 1978.

J. Anthony Giacomini

Sydney K. Giacomini

STATE OF OREGON, County of KLAMATH) ss. November 9th, 1978.

Personally appeared the above named J. ANTHONY GIACOMINI and SYDNEY K.

GIACOMINI

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Eda Gilbert

Notary Public for Oregon

My commission expires 6/1/81

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

Special

WARRANTY DEED

J. ANTHONY GIACOMINI &

SYDNEY K. GIACOMINI

TO

ERNEST R. SESSOM &

DORIS C. SESSOM

AFTER RECORDING RETURN TO

E. R. Sessom
1435 CALIF Ave.

Klamath Falls, Oregon

(DON'T USE THIS SPACE! RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 13th day of November, 1978, at 9:59 o'clock A.M., and recorded in book M78 on page 25369. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By *Burhard Shick*

Deputy

Fee \$3.00

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