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38-20537- J

WARRANTY DEED

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THIS INDENTURE WITNESSETH, that RAJNUS BROS., a partnership consisting of Carl Rajnus, George Rajnus, and Donald Rajnus, hereinafter known as Grantor, for the consideration hereinafter stated, has bargained and sold, and by these presents does grant, bargain, sell and convey unto ALAN J. PRESCOTT and WANDA PRESCOTT, husband and wife, Grantees, the following described premises situated in Klamath County, Oregon, to-wit:

PARCEL 1: That portion of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, lying South of the High Line Irrigation Canal of Malin Irrigation District, LESS the portion thereof lying East of a line commencing 150 feet West of the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ and running North to said High Line Canal.

PARCEL 2: All of the portion of E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, lying Easterly and North-easterly of the High Line Irrigation Canal of Malin Irrigation District.

PARCEL 3: That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 41 South, Range 12 East of the Willamette Meridian, lying Easterly of the High Line Irrigation Canal of Malin Irrigation District.

PARCEL 4: The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 3, Township 41 South, Range 12 East of the Willamette Meridian.

PARCEL 5: The NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, Township 41 South, Range 12 East of the Willamette Meridian. The SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, EXCEPTING THEREFROM that portion lying Easterly of the following line: Beginning at a point on the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, which point is 895.5 feet East of the center of said Section 4; thence North 5 degrees 45' West 1330.5 feet more or less to the North line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 4.

PARCEL 6: The SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, EXCEPTING from Parcels 5 and 6 that part of the E $\frac{1}{2}$ of NW $\frac{1}{4}$ lying South and West of the following described line: Beginning at a point on the East and West center line of said Section 4, said point being 498 feet West of the center of said Section 4; thence Northwesterly 688 feet 10 inches to a point, said point being 524 feet East of the center line of the Shasta View Irrigation Canal running Northwesterly and Southeasterly through said SE $\frac{1}{4}$ NW $\frac{1}{4}$ when measured on a line parallel to said East and West center line of said Section 4; thence continuing Northwesterly 200 feet along the Easterly line of premises described in deed to Donald A. Rajnus and Sharon Rajnus, husband and wife, to the NE corner thereof; thence North 22 degrees West a distance of 960 feet to a point; thence West parallel with the North line of said Section 4 to a point on the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 4.

ALSO, giving and granting unto Grantees an easement 20 feet wide (10 feet each side of center of pipe) over a buried irrigation mainline pipe situate in SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4.

FURTHER, giving and granting unto Grantees an easement 40 feet wide adjacent on the East of center line of NW $\frac{1}{4}$ of Section 4 and extending from the North boundary of the Shasta View Irrigation Canal bank in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the South boundary of the above described property for ingress and egress.

1 RESERVING unto Donald Rajnus of Grantors the well situate in SE $\frac{1}{4}$ NW $\frac{1}{4}$ of
2 Section 4, together with an easement for a pipeline thereto and for
purposes of repair and maintenance.

3 SUBJECT TO: (1) Rights of the public in and to any portion of said
4 premises lying within the limits of roads and highways. (2) Acreage and
5 use limitations under provisions of the United States Statutes and regula-
6 tions issued thereunder. Liens and assessments of Klamath Project and
7 Malin Irrigation District and regulations, contracts, easements and water
8 and irrigation rights in connection therewith. (3) All contracts, water
9 rights, proceedings, taxes and assessments relating to the Klamath Basin
10 Improvement District and all rights of way for roads, ditches, canals
11 and conduits, if any there may be. (4) Rights of way for canals and ditches
12 of Shasta View Irrigation District. (5) Easement, including the terms and
provisions thereof, to The California Oregon Power Company by instrument
recorded July 16, 1926, in Deed Volume 72 at page 10, Records of Klamath
County, Oregon. (Affects E $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 4). (6) Mortgage recorded
April 17, 1969, in M-69 at page 2775, executed by Rajnus Brothers, a
partnership, et al. to The Federal Land Bank of Spokane, a corporation,
which mortgage Grantees expressly assume and agree to pay in the sum of
\$69,422.04, which is the unpaid balance after the April 1, 1970 payment,
which payment Grantor will make, but the interest on the payment will be
prorated as of February 5, 1970.

13 Taxes and water charges carried on the tax rolls will be prorated as of
14 February 1, 1970. Water charges not carried on the tax rolls will not be
prorated, and Grantees will pay all such water charges for 1970.

15 TOGETHER WITH three pumps (50 h.p., 40 h.p., and 30 h.p.) and
16 buried irrigation line.

17 The true and actual consideration paid for this transfer, stated in
18 terms of dollars, is \$162,400.00.

19 TO HAVE AND TO HOLD the said premises with their appurtenances unto
20 the said Grantees as an estate by the entirety. And the said Grantor does
21 hereby covenant to and with the said Grantees, and their assigns, that it
22 is is the owner in fee simple of said premises; that they are free from all
23 encumbrances, except as above set out, and that they will warrant and defend
24 the same from all lawful claims whatsoever, except those above set forth.

25 IN WITNESS WHEREOF, Grantor has hereunto set its hand this 25th day
26 of February, 1970.

27 RAJNUS BROS.

28 By George Rajnus

29 By Carl Rajnus

30 By Donald Rajnus
31 Partners
32

1 STATE OF OREGON)
2 County of Klamath) ss.

3 On this 27 day of February, 1970, before me, the undersigned, a
4 Notary Public in and for said county and state, personally appeared Carl
5 Rajnus, George Rajnus, and Donald Rajnus, who acknowledged themselves to be
6 all members of Rajnus Bros., a partnership, and that they as such partners
being authorized so to do, executed the foregoing instrument for the
purposes therein contained by signing the name of the partnership themselves
as copartners.

7 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

8
9 Emmet F. Jordan
NOTARY PUBLIC FOR OREGON

10 My Commission expires: 5-15-72

11
12
13 STATE OF OREGON; COUNTY OF KLAMATH, ss.

14 ed for record at request of Transamerica Title Co.

15 is 31st day of January A. D. 1970 at 12:45 clock A M., and

16 ly recorded in Vol. M80 of Deeds on Page 1988

17 Wm D. MILNE, County Cl.

18 By Berntha H. Hetcher
Fee \$10.50

