

Until a change is requested, all tax statements shall be sent to
the following address: PO Box 190 Merrill, Or 97633
Steven H. Brant + Tami L Brant
K 33131
91032
Return to Same

WARRANTY DEED

Vol. 780 Page 19627

J. ANTHONY GIACOMINI and SYDNEY K. GIACOMINI, dba
Brier Springs Herefords, hereinafter referred to as Grantor, do
hereby grant, bargain, sell and convey unto STEVEN H. BRANT and
TAMI L. BRANT, husband and wife, hereinafter referred to as
Grantees, their heirs, successors and assigns, as tenants by the
entirety, that certain real property with the tenements, heredi-
taments and appurtenances thereunto belonging or appertaining,
situated in the County of Klamath, State of Oregon, described as
follows:

A piece of parcel of land situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$
of Section 5, Township 41 South, Range 11 E.W.M.,
being more particularly described as follows:

Beginning at a point on the southerly right-of-way
line of Anderson Road from which point a railroad
spike marking the northwest corner of Section 5,
Township 41 South, Range 11 E.W.M. bears North 30.0
feet and S 89°53'10" W 2256.16 feet distant; thence
N 89°53'10" E 390.34 feet, more or less, along said
southerly right-of-way line to a point on the north-
south center line of said Section 5; thence South
112.16 feet along said north-south center line to
a point; thence S 76°42'30" W 136.70 feet to a
point; thence N 81°00'30" W 125.00 feet to a point;
thence N 60°23'00" W 108.27 feet to a point; thence
N 29°39'20" W 80.28 feet, more or less, to the point
of beginning; containing 1.01 acres, more or less.

Subject to a north-south access easement 20.00 feet
in width along the easterly 20.00 feet of the above-
described parcel for the purpose of access to the
irrigation canal for construction, reconstruction,
operation and maintenance of the irrigation canal
and diversion works therefrom, and a 15.00 feet
wide easement for access to and operation, main-
tenance, construction and reconstruction of an
existing underground irrigation pipe line, the
centerline of which is described as follows: Be-
ginning at a point on the southerly boundary of the
above-described parcel from which the southeasterly
corner of said parcel bears N 76°42'30" E 123.1
feet distant; thence N 2°08' W 68.4 feet, more or
less, to a headgate at the northerly end of said
irrigation pipeline, which Grantors reserve to
themselves, their heirs, successors and assigns.
SUBJECT TO: (1) Acreage and use limitations under
provisions of United States Statutes and regulations
issued thereunder.

(2) Liens and assessments of Klamath Project and Klamth
Irrigation District, and regulations, contracts, ease-
ments, water and irrigation rights in connection therewith.

(3) The assessment roll and the tax roll disclose the
the within described premises were specially assessed
as farm land. Taxes for the year 1979-1980, and
possibly prior years have been deferred pursuant to
ORS 308.370 to 308.403. These, plus earned interest
are due and payable when said reason for the defer-
ment no longer exists.

(4) Agreement, including the terms and provisions
thereof, between United States and Gertrude McCormick
et al., dated May 16, 1931, recorded June 26, 1931, in

Deed Volume 95, page 494, Records of Klamath County, Oregon. (Affects Whole NE¼NW¼ and contains additional property).

(5) Trust Deed, including the terms and provisions thereof, executed by J. Anthony Giacomini and Sydney Giacomini, husband and wife, as grantors, to William L. Sisemore, as trustee, for, Klamath First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation, as beneficiary, dated July 29, 1977, recorded August 2, 1977, in Volume M77, page 13861, Mortgage Records of Klamath County, Oregon, to secure the payment of \$12,250.00, which grantors herein covenant that they will fully pay and satisfy, holding grantees herein harmless therefrom. Balance as of this date is \$28,132.39.

to have and to hold the same unto Grantees, their heirs, successors and assigns forever.

Grantors hereby covenant to and with said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of the above-granted premises, free and clear of all encumbrances, except those noted above, and that Grantors will warrant and forever defend the above-granted premises and every part and parcel thereof against the lawful demands and claims of all persons whomsoever, except those claiming under the above-described encumbrances.

The true and actual consideration paid for this transfer is \$40,000.00.

In Witness Whereof, the Grantors have executed this instrument this 7th day of October, 1980.

J. Anthony Giacomini
J. Anthony Giacomini
Sydney K. Giacomini
Sydney K. Giacomini

STATE OF OREGON)
) ss.
County of Klamath)

Before me this 7 day of October, 1980, personally appeared the above-named J. ANTHONY GIACOMINI and SYDNEY K. GIACOMINI, husband and wife, dba Brier Springs Herefords, and acknowledged the foregoing instrument to be their voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission Expires: 8-5-83

(S E A L)

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Co.
this 8th day of October A. D. 1980 at 2:33 o'clock P.M.
duly recorded in Vol. M80, of Deeds on Page 19627
By Wm D. MILNE, County Cl.
[Signature]
Fee \$7.00