

1-1-74

31583

WARRANTY DEED—TENANTS BY ENTIRETY

KNOW ALL MEN BY THESE PRESENTS, That James Russell McGibbeny and Shirley M. McGibbeny, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Jerry Brandon and Irene F. Brandon, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

PARCEL 1

A parcel of land situated in the S½SW¼ of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at a one-half inch iron pin at the intersection of the North line of the S½SW¼ of said Section 11 with the centerline of the County Road known as Skeen Ranch Road, said point being South 89° 19' 45" East a distance of 694.57 feet from the iron pin marking the Northwest corner of the SW¼ SW¼ of said Section 11; thence South 11° 22' 10" West along the centerline of said road a distance of 600.00 feet to a one-half inch iron pin; thence North 82° 48' 26" East a distance of 966.70 feet to a one-half inch iron pin on the Westerly bank of the Sprague River; thence continuing North 82° 48' 26" East to the centerline or thread of said river; thence Northwesterly along the centerline of said river to its intersection with the North line of the S½SW¼ of said Section 11; thence (for continuation of this deed see reverse side of this document)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed, and that grantor will warrant and forever defend the said 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$23,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 12th day of May, 1976, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation,
affix corporate seal)

x James Russell McGibbeny
James Russell McGibbeny

x Shirley M. McGibbeny
Shirley M. McGibbeny

STATE OF ~~OREGON~~ CALIFORNIA)
County of ~~Klamath~~ Los Angeles)
May 20, 1976

STATE OF OREGON, County of _____, ss.
_____, 19____

Personally appeared _____ and

_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of

_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires:

Personally appeared the above named
James Russell McGibbeny and
Shirley M. McGibbeny, husband
and wife
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

OFFICIAL PUBLIC SEAL Oregon CALIFORNIA
ROBERT B. SMITH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My Commission Expires Jan. 29, 1978

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Jerry & Irene Brandon
PO Box 996
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____, ss.

I certify that the within instru-
ment was received for record on the
_____, day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____,
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Recording Officer

By _____ Deputy

12876

North 89° 19' 45" West to a one-half inch iron pin on the Westerly bank of said river; thence continuing North 89° 19' 45" West a distance of 540.42 feet to the point of beginning.

PARCEL 2

A parcel of land situated in the S1/2 SW1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin in the centerline of the County Road known as the Skeen Ranch Road, said point being South 89° 19' 45" East a distance of 694.57 feet and South 11° 22' 10" West a distance of 600.00 feet from the iron pin marking the Northwest corner of the SW 1/4 SW 1/4 of said Section 11; thence continuing South 11° 22' 10" West along the centerline of said road a distance of 179.62 feet to a one-half inch iron pin at the intersection with the centerline of a public usage road; thence South 28° 06' 50" East along the centerline of said public usage road a distance of 330.00 feet to a one-half inch iron pin; thence North 77° 20' 36" East a distance of 1718.42 feet to a one-half inch iron pin on the Westerly bank of Sprague River; thence continuing North 77° 20' 36" East to the centerline or thread of said river; thence Northwesterly along the centerline of said river to a point that is North 82° 48' 26" East from the point of beginning; thence South 82° 48' 26" West to a one-half inch iron pin on the Westerly bank of said river; thence continuing South 82° 48' 26" West a distance of 966.70 feet to the point of beginning.

Subject, however, to the following:

1. Rights of the public in and to any portion of the herein described property lying within the limits of roads and highways.
2. Rights of the public and of governmental bodies in and to that portion of the herein described property lying below the high water mark of the Sprague River.
3. Easement and right-of-way, including the terms and provisions thereof, dated April 7, 1939, recorded February 21, 1941 in Volume 135, page 473, Deed Records of Klamath County, Oregon from Wm. M. Bray to United States of America. (Blanket Easement)
4. Easement, including the terms and provisions thereof, dated July 3, 1963, recorded July 9, 1963 in Volume 346, page 419, Deed Records of Klamath County, Oregon for public road purposes from L. A. Glenger and Nina Glenger, husband and wife to Klamath County. (Affects Southwesterly side of Parcel 2)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal the 5th day of July A.D., 19 91 at 3:45 o'clock PM., and duly recorded in Vol. M91 of Deeds on Page 12875.

Evelyn Biehn - County Clerk

By Raulene Muelender

FEE \$33.00