



00332476202400072330040045

08/19/2024 01:55:22 PM

Fee: \$97.00

**UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:**

Gary Giarretto  
37150 Modoc Point Rd.  
Chiloquin, OR 97624

**AFTER RECORDING RETURN TO:**

Law Office of Holly Anne Gibbons, LLC  
P.O. Box 700  
Waldport, OR 97394

**STATUTORY WARRANTY DEED**

Gary Giarretto and Noreen Giarretto acquired this property, as husband and wife, on August 20, 1997. Gary Giarretto, also known as Gary M. Giarretto, "Grantor," conveys and warrants to Gary M. Giarretto, Trustee of the Gary M. Giarretto Living Trust, dated June 28, 2018, and any amendments thereto, "Grantee," his undivided one-half interest in and to the following described real property:

See Exhibit A, which is made a part hereof by this reference.

It is the intent of Grantor and Grantee that upon the execution of this deed, the joint tenancy shall be severed and Grantee's interest shall be held as a tenancy in common with Noreen Giarretto.

**SUBJECT TO:** All liens, encumbrances, conditions and restrictions of record or otherwise discoverable in the public records of any governmental agency, and any easements, encroachments, or other conditions and restrictions apparent from a visual inspection of the property.

The true and actual consideration for this conveyance represents a distribution from grantor to grantee for estate planning purposes, and the true and actual consideration stated in terms of dollars is none.

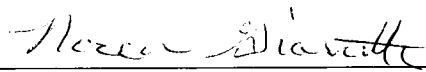
The liability and obligations of the Grantor for breach of any covenant or warranty of title hereunder shall not exceed the amount of title insurance coverage (right of indemnification) available to Grantor under any title insurance policies, or if there be more than one such policy, the aggregate amount available to the Grantor. It is the intention of the Grantor to preserve any existing title insurance coverage. However, nothing herein contained shall be deemed to have relieved the Grantor of any liability hereunder with respect to which Grantor has, or but for this exception would have, a right of indemnification under any such policy of title insurance.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND**

REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: this 7 day of August, 2024

SIGNED:   
Gary Giarretto, Grantor

SIGNED:   
Noreen Giarretto (spousal acknowledgment)

STATE OF OREGON                     )  
  ) ss.  
COUNTY OF KLAMATH            )

**See Attached California  
All-Purpose Acknowledgment**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, AM personally appeared Gary Giarretto and acknowledged the foregoing instrument to be his voluntary act.

State of California                     )

County of \_\_\_\_\_                     )

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Deed and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Deed the person, or the entity upon behalf of which the person acted, executed the Deed.

I certify under PENALTY OF INJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Del Norte

S.S.

On August 7, 2024 before me, Aleta M. Mattz, Notary Public

personally appeared Gary Giarretto and

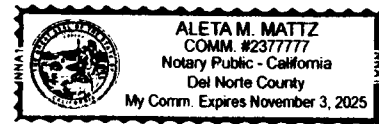
Noreen Giarretto

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Aleta M. Mattz



## OPTIONAL INFORMATION

Notary Public - California  
My Comm. Expires November 3, 2025

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/~~for the purpose of~~ Statutory

Warranty Deed

containing 3 pages, and dated 08/07/2024

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing: \_\_\_\_\_

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

### Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

EXHIBIT "A"  
Legal Description

A portion of lot 21, Section 6, Township 35 South Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West right of way line of State Highway No. 427 (Old Dalles-California Highway) which is 312.50 feet North, more or less along said highway right of way line from the South line of said Lot 21, said point of beginning being the Northeast corner of the tract of land conveyed to William R. Barfield and Ruth E. Barfield, husband and wife, by deed recorded in Volume 362 at page 523 of Klamath County, Oregon, Deed Records; thence continuing North along said highway right of way line a distance of 111.25 feet more or less to the Northeast corner of the tract of land conveyed to Norman T. Hanson by deed dated May 19, 1964 and recorded July 12, 1963, in Volume 363 at page 141, Klamath County, Deed Records; thence West along the North line of said tract of land conveyed to Norman T. Hanson to the Westerly line of Lot 21; thence South along the Westerly line of Lot 21 to the Northwest corner of said tract of land conveyed by said Deed recorded in Volume 362 at page 523, Deed Records; thence Easterly along the Northerly line thereof, to the point of beginning.

And the South 56.25 feet of the South 111.25 feet of the North 236.25 feet of Government Lot 21 lying Westerly of the West right of way line of State Highway #427 being in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.