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K-38497

Vol. M80 Page 9231NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE  
FLB Loan No. 185361-2

THIS DEED, made this 27 day of MAY, 1986, between Charles G. Duncan and Leone M. Duncan, husband and wife, and Rick C. Duncan, the Grantor, and THE FEDERAL LAND BANK OF SPOKANE, a corporation, whose mailing address is West 601 First Avenue, TAF-C5, Spokane, Washington 99220, the Grantee,

WITNESSETH, that the Grantor, for and in consideration of the covenants hereinafter contained and other good and valuable consideration, does by these presents grant, convey and warrant, unto the Grantee, and to its successors and assigns, forever, all the following described property:

Township 40 South, Range 11 East of the Willamette Meridian:

Section 28: S1/2SE1/4NW1/4, S1/2SW1/4NE1/4, W1/2SE1/4, E1/2SW1/4 SAVINGS AND EXCEPTING that portion of the SE1/4SW1/4 lying Southerly of the centerline of the Pope-Fletcher ditch.

Together with all water and water rights used upon or appurtenant to said property and/or shares of stock or water in any ditch or irrigation company which, in any manner, entitles Grantor to water, including but not limited to 160.7 acres assessed from Klamath Basin Irrigation District, and any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

Together with any proportionate right, title, and interest in that Joint Use Agreement recorded June 17, 1980, in Volume M80, Page 11105, Deed Records of Klamath County, Oregon.

Together with an easement for purposes of ingress and egress 30 feet in width, lying along the Easterly boundary of the NW1/4NE1/4 of Section 33, Township 40 South, Range 11 East of the Willamette Meridian.

Except and reserving to Grantor an easement for irrigation pipeline, together with rights of ingress and egress for repair, replacement, and maintenance of said pipeline, 15 feet in width, lying along the Southerly boundary of the E1/2SW1/4 of Section 28, Township 40 South, Range 11 East of the Willamette Meridian, extending from the Southeast corner of said E1/2SW1/4 to the the Pope-Fisher Ditch on the West.

Also except and reserving to Grantor an easement for irrigation pipeline and roadway, together with rights of ingress and egress for repair, replacement, and maintenance of said road and pipeline, 15 feet in width, lying along the Southerly boundary of the W1/2SE1/4 of Section 28, Township 40 South, Range 11 East of the Willamette Meridian.

ALL SITUATE IN County of Klamath, State of Oregon, as subject to rights of way and easements for roads, utilities, and irrigation ditches as same exist or appear of record.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at the expense of the latter, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantee all of the said property against every person lawfully claiming the same.

This deed is absolute in effect and conveys fee simple title of the property above described to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

The acceptance of this conveyance by Grantee is conditioned upon there being no other liens against the property, except for real property taxes owing, the rights of way and easements referred to above, and the mortgage described below.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

The true consideration for this conveyance is that upon Grantee's acceptance and recordation of this Deed, Grantee covenants and agrees with Grantor that Grantee shall assume Grantor's obligations to pay the real property taxes on this property, title insurance costs, and recording fees incurred in connection with this conveyance and shall not enforce any judgment against Grantor on the indebtedness evidenced by the promissory note secured by the mortgage executed by Grantor to The Federal Land Bank of Spokane dated October 22, 1980, and recorded January 2, 1981 in Volume M81, Page 71, Mortgage Records of Klamath County, Oregon, except by action to enforce the mortgage by judicial foreclosure and sale. This Deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against Grantor.

Grantor does hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage described above.

Possession of the property is surrendered and delivered to Grantee.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between Grantor and Grantee with respect to said property.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantor has hereunto set his hands the day and year first above written.

THIS INSTRUMENT WILL 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 APPROVED USES.

Charles G. Duncan  
Charles G. Duncan

9233

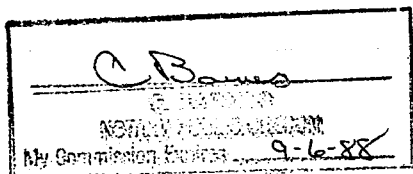
Leona M. Duncan  
Leona M. Duncan

Rick C. Duncan  
Rick C. Duncan

STATE OF OREGON )  
County of Klamath ) : SS.

On this 27 day of May, 1986, before me the undersigned, a Notary Public for the State of Oregon, personally appeared CHARLES G. DUNCAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

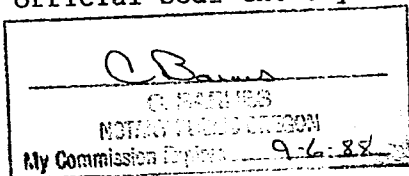


C. B. Bums  
Notary Public for the State of Oregon.  
Residing at: Medford, OR  
My commission expires: 9-6-88

STATE OF OREGON )  
County of Klamath ) : SS.

On this 27 day of May, 1986, before me the undersigned, a Notary Public for the State of Oregon, personally appeared LEONA M. DUNCAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

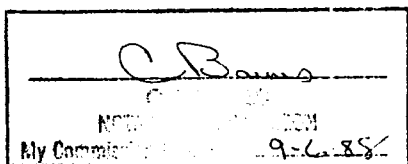


C. B. Bums  
Notary Public for the State of Oregon.  
Residing at: Medford, OR  
My commission expires: 9-6-88

STATE OF OREGON )  
County of Klamath ) : SS.

On this 27 day of May, 1986, before me the undersigned, a Notary Public for the State of Oregon, personally appeared RICK C. DUNCAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



C. B. Bums  
Notary Public for the State of Oregon.  
Residing at: Medford, OR  
My commission expires: 9-6-88

3332

9234

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ May \_\_\_\_\_ A.D., 19 86 at 10:40 o'clock \_\_\_\_\_ A M., and duly recorded in Vol. \_\_\_\_\_ M86  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page 9231

FEE \$22.00

Evelyn Biehn, County Clerk  
By \_\_\_\_\_

Notary Public for the State of Oregon.  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1986, I, \_\_\_\_\_, a Notary Public for the State of Oregon, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.  
I, \_\_\_\_\_, a Notary Public for the State of Oregon, do hereby certify that \_\_\_\_\_, a Notary Public for the State of Oregon, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.  
Official seal the day and year first above written.

Notary Public for the State of Oregon.  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Return to:  
Farm Credit Services  
P.O. Box TAF-C5  
Spokane, WA 99220-4005  
Attn: Dennis Norby

On this \_\_\_\_\_ day of \_\_\_\_\_, 1986, I, \_\_\_\_\_, a Notary Public for the State of Oregon, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.  
I, \_\_\_\_\_, a Notary Public for the State of Oregon, do hereby certify that \_\_\_\_\_, a Notary Public for the State of Oregon, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.  
Official seal the day and year first above written.

Notary Public for the State of Oregon.  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

TO REVERSE WARRANTY ORDER IN  
ALL OF FORECLOSURE -- Page 3