The Travelers Insurance Company 960 Broadway, Suite 310 Boise, ID 83706-3623 9792ttn: Donald S. Reed

h Hd 51 d38

( );

After recording, return to:

Dean P. Gisvold M87page 6854 Portland, OR 97204

ATE 20754

NONMERGER QUITCLAIM DEED AND BILL OF SALE (JORGENSEN)

This Nonmerger Quitclaim Deed dated August 14 1987, is between Richard J. Jorgensen and Erna D. Jorgensen ("Grantor"), and The Travelers Indemnity Company, a Connecticut corporation ("Grantee").

Grantor formerly owned, and may have a current interest in, the real property described in the attached Exhibit "A" (the "Real Property") and the personal property described in the attached Exhibit "B" (the "Personal Property").

Grantor is indebted to Grantee pursuant to certain loan documents made and executed by Grantor and delivered to Grantee. Such indebtedness ("Indebtedness") is secured by the Real Property and the Personal Property (collectively referred to as the "Property").

Grantor and Grantee agree that the indebtedness is in default and subject to immediate foreclosure; that all notice provisions have been complied with; that all grace periods have either expired or been waived by Grantor; that Grantee has declared Indebtedness due and payable; and that the value of the Real Property, and the improvements thereon, and the Personal Property constituting security for the loan is less than the outstanding principal amount of an interest accrued on the note.

The parties to desire to terminate the right, title and interest, if any, of Grantor in and to the Real Property and the Personal Property.

WHEREFORE, for good and valuable consideration, Grantor hereby releases and quitclaims to Grantee, its successors and assigns, all right, title and interest of Grantor in and to the Property and all interest, easements, rights, privileges, fixtures and appurtenances now or hereafter belonging to, located on or used in connection with the Property.

Grantor acknowledges and agrees that the conveyance of the Property to Grantee according to the terms of this Nonmerger Quitclaim Deed is an absolute conveyance of all of Grantor's rights, title and interest in and to the Property, in fact, as well as in form, and was not and is not now intended as a mortgage, trust conveyance, deed of trust, or other security instrument of any kind; that Grantor shall have no further interest or claim in and to the Property or to the proceeds and profits that may be derived therefrom of any kind whatsoever; that any rights of Grantor to possession of the Property hereby is surrendered and delivered to the Grantee; that in executing this Nonmerger Quitclaim Deed, Grantor is not acting under any misapprehension as to the effect thereof or any duress, undue influence, or misrepresentation by Grantee or its representatives, agents or attorneys; that Grantor has been and is represented by counsel; that this deed is not given as a preference over other creditors of Grantor; that at this time Grantor is solvent.

<sup>2 -</sup> NONMERGER QUITCLAIM DEED AND BILL OF SALE (JORGENSEN)

It is the express intent of the Grantor and Grantee that the interests of the Grantee and of the Grantor in the Property shall not merge so as to forfeit or in any way prejudice the rights of Grantee with respect to the Property. But shall be and remain in all times separate and distinct, not withstanding any union of said interests in the Grantee at any time by purchase, termination or otherwise; and that the lien of the Grantee in the Property shall be and remain at all times a valid and continuous lien upon the Property.

Grantor does her	eby waive, surrender, convey and
relinquish any equity of r	edemption and/or statutory rights of
redemption Grantor may have	re concerning the Property.
	Sil hours
	RICHARD J. JORGENSEN
	Enna J. Jorgenson
	ERNA D. JORGENSEN
STATE OF OREGON )	· 프랑크 : : : : : : : : : : : : : : : : : : :
County of Coos )	
This instrument was a day of Au, w-, I	acknowledged before me on this
(SEÂL)	Notary Public for Oregon My commission expires: 4-4-88
STATE OF OREGON ) ss.	
County of Coos )	
	acknowledged before me on this // 1987, by Erna D. Jorgensen.
(SEAL) () ;	Notary Public for Oregon My commission expires: 4-9-88
3 - NONMERGER QUITCLAIM D	EED AND BILL OF SALE (JORGENSEN)

EXHIBIT "A"

Township 39 South, Range 12 East of the Willamette Meridian Section 6: E3SW1, NW1SE1

Section 7: Lots 1, 2, 3, 4, Elnwi, Elswi, Sisei

Section 17: Wanwi and that portion of the NEINW West and North of the Horsefly Irrigation District Canal.

Section 18: Lot 1, ENW1, NE1, NE1SE1, and all those portions of Lots 2 and 3 and the NE1SW1, NW1SE1, and SE2SE1 lying All in Klamath County, Oregon.

## Section 2: Collateral.

The debtor hereby grants the secured party a security interest in the following described property, now owned or hereafter acquired by debtor, together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection therewith, as well as the products and proceeds thereof (hereinafter called collateral). Debtor represents that the primary use of the collateral is for use in the debtor's business. This security interest is given to secure the payment of debtor's debt to the secured party as evidenced hereby by debtor's note of even date herewith payable to the secured party in the amount of \$210,000.00, payable on the terms and at the times and with interest as set forth in said note, and including all debts and liabilities arising from additional advances hereafter made by secured party to debtor (said note and said liabilities hereinafter collectively are called the obligations): The debtor hereby grants the secured party a security ties hereinafter collectively are called the obligations):

2.1 All farming machinery, tools, equipment, repair parts, irrigation equipment and related accessories or facilities, and interests and equities therein, including, but not limited to, the following:

No. tity

Article

Make Model

Year Serial or Mfd. Motor No.

Irrigation equipment and appurtenances and additions thereto and replacements thereof as described on the attached Schedule A.

## SCHEDULE WAW

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30 hp General Electric Motor, Serial No. PSJ 386312 direct connected
     1
                       to 1 Rancher Turbine Pump (no serial number)
75 hp Berkeley Centrifugal Pump, Serial No. 7972129
                       Size 4 Pumping Plant Panel
3" Butterfly Valve
36" Screened Sump
                       36" Screened Sump
42" Sump with 2 Screens
50 hp Berkeley Centrifugal Pumps: Serial Nos. 7971894, 7971897, and
7971896
                       Size 3 Pumping Plant Panels
                       5" Check Valves
                       Priming Pumps
Suction Discharges
                     Suction Discharges
Buried PVC 8" Hainline
Buried PVC 6" Hainline
10" x 30' Aluminum Hainline w/Coupler
10" x 30' Aluminum Hainline w/Valves
8" x 30' Aluminum Hainline w/Coupler
8" x 30' Aluminum Hainline w/Coupler
6" x 30' Aluminum Hainline w/Coupler
6" x 30' Aluminum Hainline w/Coupler
6" x 30' Aluminum Hainline w/Valves
10" x 20' PVC Pipe (for under road)
10" End Tee
10" x 6" Reducer
10" x 8" Reducers
1100 feet
   73 pcs.
   30 pcs.
   48 pcs.
   50 pcs.
    44 pcs.
   44 рсв.
     6 pcs.
                        8" x 6" Reducers
6" Surge End Plugs
8" Field 90°
                        10" Doglegs w/Air Vents
                        10" Cheen Tee
                        10" Butterfly Valves w/Flanger and Discharge 10"
                       Wade Rain Wheelmove Aluminum Sprinkler Laterals comprised of:
444 pcs. 5" x 40' Aluminum Torque Tube w/Fittings
16 pcs. 5" x 20' Aluminum Torque Tube w/Fittings
460 Rainbird 30E Sprinkler Heads
460 Jensen Levelers w/90° Ell
                                13
                                                   Flushing End Plugs
                                  3
                                                    Starter Couplers
                                                    Centerfeeds
                                                    4" x 15' Mover Bases
                                                    4 x 4 VOE
                                                    Steering Bars
                        (NOTE: The present assembly is 8 wheel lines of following length in feet: 2640, 2640, 2640, 1320, 1950, 1850, 2640, and 2400.)
                       3" x 30' Aluminum Handwove Sprinkler Line
    33 pcs.
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## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of	Aspen Title Comp		16th day
of <u>September</u> A.D., I	87 at 4:11	o'clock P M., and duly recorded i	n Vol. <u>M87</u> ,
for the state of t	Deeds	on Page16854	1 11
FEE \$26.00		Evelyn Biehn, County Clo	erk my Th

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