

Until a change is requested, all
tax statements shall be sent to:

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

After recording, return to:

Dean P. Gisvold
1408 Standard Plaza
Portland, OR 97204

ATE #30754 Vol. 181 Page 18616

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NONMERGER QUITCLAIM DEED AND BILL OF SALE (HILLEN)

This Nonmerger Quitclaim Deed dated Oct 5,
1987, is between Hillen Ranch, Ltd., a California limited
partnership, Jon R. Hillen and Judith Hillen ("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 executed and delivered to Grantee certain loan
documents evidencing an indebtedness ("Indebtedness") 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 Indebtedness owed to Grantee and amounts owed to The
Travelers Insurance Company, a Connecticut corporation, secured
by the Property.

96 OCT 13 PM 4 06

The parties 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.

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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, notwithstanding 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 hereby waive, surrender, convey and relinquish any equity of redemption and/or statutory rights of redemption Grantor may have concerning the Property.

Jon R. Hillen
JON R. HILLEN

Judith A. Hillen
JUDITH HILLEN

HILLEN RANCH, LTD., a California
limited partnership

By Jon R. Hillen
General Partner

STATE OF CALIFORNIA)

County of FRESNO)

ss.

On this 6th day of October, 1987, before me,
Bette Burrus, a Notary Public for California,
appeared Jon R. Hillen, known to me [or proved to me on the basis
of satisfactory evidence] to be the person whose name is
subscribed to this instrument, and acknowledged that he executed
it.

(SEAL)



OFFICIAL SEAL
BETTE BURRUS
NOTARY PUBLIC, CALIFORNIA
NOTARY BOND FILED IN
FRESNO COUNTY

My Commission Expires February 24, 1989

Bette Burrus
Notary Public for California

My commission expires: 2-24-89

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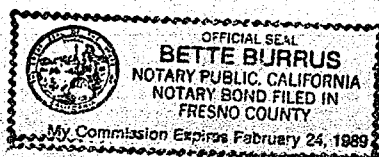
STATE OF CALIFORNIA)

County of FRESNO)

ss.

On this 6th day of October, 1987, before me,
Bette Burrus, a Notary Public for California,
 appeared Judith Hillen, known to me [or proved to me on the basis
 of satisfactory evidence] to be the person whose name is
 subscribed to this instrument, and acknowledged that she executed
 it.

(SEAL)



Bette Burrus
 Notary Public for California
 My commission expires: 2-24-89

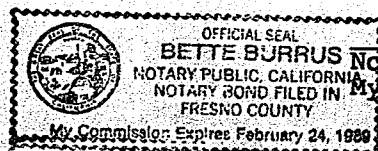
STATE OF CALIFORNIA)

County of FRESNO)

ss.

On this 6th day of October, 1987, before me,
Bette Burrus, a Notary Public for California,
 appeared JOHN R. HILLEN, General Partner of Hillen Ranch,
 Ltd., a California limited partnership, personally known to me
 [or proved to me on the basis of satisfactory evidence] to be the
 person who executed this instrument, on behalf of the partnership
 and acknowledged to me that the partnership executed it.

(SEAL)



Bette Burrus
 Notary Public for California
 My commission expires: 2-24-89

EXHIBIT "A"

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All the following described real property situate in Klamath County, Oregon:

PARCEL 1:

$S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, and that portion of the $NW\frac{1}{4}SE\frac{1}{4}$ lying North of Lost River, and that part of the $SE\frac{1}{4}SE\frac{1}{4}$ lying North of Lost River in Section 18; $SW\frac{1}{4}NW\frac{1}{4}$ of Section 17, Township 39 South, Range 12 E.W.M.

PARCEL 2:

$E\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, Section 6; $E\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{4}SW\frac{1}{4}$, Lots 3 and 4, and $S\frac{1}{2}SE\frac{1}{4}$ of Section 7; $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{4}NW\frac{1}{4}$, Lot 1 and that portion of Lot 2 or the $SW\frac{1}{4}NW\frac{1}{4}$ lying North of Lost River, that portion of Lot 3 or the $NE\frac{1}{4}SW\frac{1}{4}$ lying North of Lost River in Section 18; portion of Lot 3 or the $NW\frac{1}{4}SW\frac{1}{4}$ lying North of Lost River in Section 18; Lots 1 and 2 or the $W\frac{1}{2}NW\frac{1}{4}$ Section 7; $NW\frac{1}{4}NW\frac{1}{4}$ and that portion of $NE\frac{1}{4}NW\frac{1}{4}$ lying West and North of the Horsefly Irrigation District Canal, Section 17; all in Township 39 South, Range 12 East of the Willamette Meridian.

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EXHIBIT "B"

Item No.	Quantity	Article	Make	Model	Manufactured	if Any
Irrigation equipment and appurtenances and additions thereto and replacements thereof as described below:						
1	-	60 H.P. General Electric Motor, Serial No. BL 135011				
1	-	Cornell Centrifugal Pump, Serial No. 18948				
	1100'	Buried PVC 8" Mainline				
	1100'	Buried PVC 6" Mainline				
3	- 1/4 mile,	4" Western Aluminum Wheelmove Irrigation Laterals, 76" Wheels				
	1,000'	3"x30' Aluminum Hand Move Sprinkler line				
1		30 H.P. General Electric Motor, Serial No. FSJ 386312				
1		Rancher Turbine Pump, No. serial number				

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 13th day
of October A.D., 19 87 at 4:06 o'clock P M., and duly recorded in Vol. M87
of Deeds on Page 18616
FEE \$35.00
By Evelyn Biehn, County Clerk
R. Smith