

K-40055

NONMERGER WARRANTY DEED

CRAIG L. LONG

IPCA Loan No. 0397423

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

Return to: Farm Credit Services-Klamath
Falls
900 Klamath Avenue
P.O. Box 148
Klamath Falls, OR 97601

THIS DEED, made this 20 day of September, 1989, between CRAIG L. LONG and LINDA L. LONG, husband and wife, an estate in fee simple as tenants by the entirety, the Grantors, and INTER-STATE PRODUCTION CREDIT ASSOCIATION, a corporation chartered under the laws of the United States, successor by merger to Klamath Falls Production Credit Association, a corporation formerly chartered under the laws of the United States, whose mailing address is 900 Klamath Avenue, P.O. Box 148, Klamath Falls, Oregon 97601, the Grantee,

WITNESSETH, that for and in consideration of the covenants hereinafter contained, a credit to the loan referenced herein and other good and valuable consideration, the Grantors do by these presents grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Klamath, State of Oregon, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, a portion of the unpaid real property taxes, and mortgage to Grantee dated December 22, 1982, and recorded January 21, 1983 and mortgage to Grantee dated November 21, 1984 and recorded January 14, 1985.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any manner entitle Grantors to water, including but not limited to 30 acres assessed under Modoc Irrigation District.

TOGETHER WITH 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.

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. Grantors covenant 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 (except those set forth above); that Grantors and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

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 rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of that certain 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 and actual consideration for this conveyance includes, but is not limited to a credit of \$83,309 to the loan referenced above, payment by Grantee of a portion of the real estate taxes owing against the property, and costs and expenses, including title insurance premiums associated with this conveyance.

This deed shall not operate to preclude Grantee for proceeding in any action to enforce the mortgage.

Grantors specifically acknowledge that this deed is not in satisfaction of the total indebtedness, as set forth in the Plan confirmed in the Grantors' Chapter 12 bankruptcy case No. 687-08962-R12, secured by the above-described mortgages dated December 22, 1982 and November 21, 1984, and is not a release of the lien against the real property located in Klamath County, Oregon. At its option, Grantee may execute and file a partial release from the mortgages as to the property being conveyed by this deed. Said partial release shall not affect the validity or priority of the mortgages covering any property except that described herein.

Grantors hereby surrender and deliver possession of the property to Grantee.

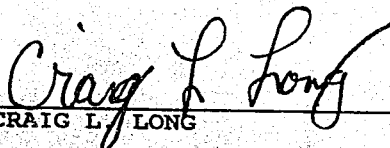
Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

Pursuant to Chapter 12, the Grantors herein are debtors in Case No. 687-08962-R12, United States Bankruptcy Court for the District of Oregon. Grantors herein were authorized and directed to convey out of the bankruptcy estate to Grantee, the property described on Exhibit "A" attached hereto and incorporated herein, and to execute this deed pursuant to approval of the bankruptcy court.

Grantors agree to execute any other documents, as well as any other conveyance documents of the real property, at the request of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their 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.


CRAIG L. LONG

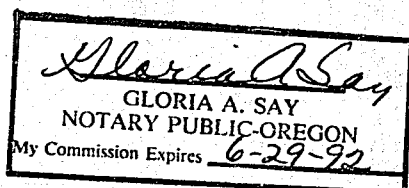
Linda L. Long
LINDA L. LONG

STATE OF OREGON)

County of Klamath) ss.

On this 20 day of Sept, 1989, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared CRAIG L. LONG, 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.



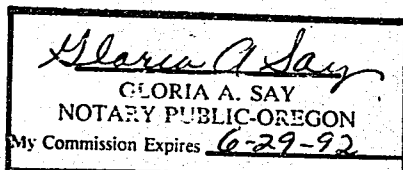
Notary Public for the State of Oregon
Residing at Chiloquin
My commission expires 6-29-92

STATE OF OREGON)

County of Klamath) ss.

On this 20 day of Sept, 1989, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared LINDA L. LONG, 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.



Notary Public for the State of Oregon
Residing at Chiloquin
My commission expires 6-29-92

81-2-2551

EXHIBIT A

DESCRIPTION

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

Lots 3, 13 and the N $\frac{1}{4}$ of Lot 4, Block 2, Pine Ridge Estates-Unit 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Lot 9 Block 1, Pine Ridge Estates-Unit 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Lot 19 and the N $\frac{1}{4}$ of Lot 22, Section 28, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

AND ALSO a portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the center of Section 28, Township 35 South, Range 7 East of the Willamette Meridian; thence running in a due Easterly direction a distance of 313 feet; thence running due South a distance of 313 feet; thence running due West a distance of 313 feet; and thence running in a due Northerly direction a distance of 313 feet to the place of beginning, being in the extreme Northwestern portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 35 South, Range 7 East of the Willamette Meridian.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 28th day of Sept. A.D., 19 89 at 2:45 o'clock P.M., and duly recorded in Vol. M89 of Deeds on Page 18278.

FEE \$23.00

Evelyn Biehn - County Clerk

By Pauline Mueller