

AFTER RECORDING RETURN TO:

John D. Albert
PO Box 2247
Salem, OR 97308

2016-005037

Klamath County, Oregon

05/13/2016 10:39:30 AM

Fee: \$47.00

SEND TAX STATEMENTS TO:

Northwest Farm Credit Services
700 River Dr. S.
Great Falls, MT 59405

TRUSTEE'S DEED

GRANTOR: Sherman Sherman Johnnie & Hoyt, LLP, hereinafter called trustee conveys to;
GRANTEE: Northwest Farm Credit Services, FLCA, hereinafter called the second party, the following described real property;
PROPERTY: The SE ¼ NW ¼ of Section 19, Township 35 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
Commonly known as 32929 Ivory Pine Rd., Bly, Oregon; Property ID: R116617
CONSIDERATION: The true and actual consideration for this conveyance is \$163,000.00 or other than money, which is the whole consideration.

THIS INDENTURE, made this 13th day of May, 2016, between , Sherman Sherman Johnnie & Hoyt, LLP trustee, and Northwest Farm Credit Services, FLCA, second party;

WITNESSETH:

RECITALS:

Donnie Ray Manes and Rhonda Kay Manes, husband and wife, as grantors, executed and delivered to First American Title, as trustee (Sherman Sherman Johnnie & Hoyt, LLP is now the duly appointed successor trustee, hereinafter referred to as "Trustee"), for the benefit of Northwest Farm Credit Services, FLCA, as beneficiary, a certain trust deed dated May 11, 2006, duly recorded on May 17, 2006, in the mortgage records of Klamath County, Oregon, as Volume M06, Page 09958. In and by said trust deed the real property therein and hereinabove described ("the Property") was conveyed by said grantors to the Trustee to secure, among other things, the performance of certain obligations of the grantors to the said beneficiary as set forth in said trust deed. The said grantors thereafter defaulted in their performance of the obligations secured by said trust deed as stated in the notice of default hereinafter mentioned, and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary named in said trust deed or its successor in interest, declared all sums secured by said trust deed immediately due and owing; a notice of said default, containing an election to sell the Property and to foreclose said trust deed by advertisement and sale to satisfy the obligations of the grantor aforesaid was recorded in the mortgage records of said County on October 14, 2015, as recording no. 2015-011303, to which reference is made.

After the recording of said notice of default, as aforesaid, the undersigned Trustee gave notice of the time for and place of sale of the Property as fixed by the Trustee and as required by law. Copies of the notice of sale and notice required by ORS 86.756 were served pursuant to ORCP 7 D.(2) and 7 D.(3), and/or mailed by both first class and certified mail with return receipt requested, to the last known address of the persons or their legal representatives, if any, named in ORS 86.764 (1) and ORS 86.764(2)(a), at least 120 days before the date the Property was sold. A copy of the notice of sale and notices required by ORS 86.756 were mailed by first class and certified mail with return receipt requested, to the last known address of the fiduciary or personal representative of any person named in ORS 86.764(1), promptly after the Trustee received knowledge of the disability, insanity or death of any such person. Copies of the notice of sale and notice required by ORS 86.756 were served in accordance with ORS 86.774(1) upon occupants of the Property described in the trust deed in the manner in which a summons is served pursuant to ORCP 7 D.(2) and 7 D.(3) at least 120 days before the date the Property was sold. If the foreclosure proceedings were stayed and released from the stay, copies of an amended notice of sale in the form required by ORS 86.782(12) were mailed by first class and certified mail with return receipt requested, to those persons listed in ORS 86.764 and ORS 86.774(1) to the addresses provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. The Trustee published a copy of said notice of sale in a newspaper of general circulation in each county in which the Property is situated, once a week for four successive weeks, the last publication of said notice occurred at least twenty days prior to the date of such sale. The mailing, service and publication of said notice of sale are shown by affidavits and/or proofs of service duly recorded prior to the date of sale in the county records, said affidavits and proofs, together with the said notice of default and election to sell and the notice of sale, being now referred to and incorporated in and made a part of this deed as if fully set forth herein. The undersigned Trustee had no

actual notice of any person, other than the persons named in said affidavits and proofs having or claiming a lien on or interest in the Property, entitled to notice pursuant to ORS 86.764.

The undersigned Trustee, as attorney for the beneficiary, further complied with ORS 86.748 notifying grantors in writing that grantors are not eligible for any foreclosure avoidance measure by mailing such notice by first class and certified mail with return receipt requested to the last known address of the grantors within 10 days of such determination and also mailing a copy of the notice to the Department of Justice on the same date said notice was served. An Affidavit of Compliance of same was recorded in the mortgage records of this County at least 5 days prior to the sale.

The undersigned Trustee, on May 12, 2016, at Klamath County Courthouse, at the hour of 2:00 o'clock p.m., in accord with the standard time established by ORS 187.110 which was the time and place so fixed for sale, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said trust deed, sold the Property in one parcel at public auction to the said second party for the sum of \$163,000.00 (credit bid), second party being the highest and best bidder at such sale and said sum being the highest and best sum bid for the Property.

NOW, THEREFORE, in consideration of the said sum so paid by the second party in credit bid, the receipt whereof hereby is acknowledged, and by virtue of the authority vested in the Trustee by the laws of the State of Oregon and by said trust deed, the Trustee does hereby convey unto the second party all the interest which the grantor had or had the power to convey at the time of the execution by him of said trust deed, together with any interest the said grantor or his successors in interest acquired after the execution of said trust deed in and to the Property.

TO HAVE AND TO HOLD the same unto the second party, his heirs and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular includes the plural; the word "grantor" includes any successor in interest to the grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed; the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest of the beneficiary first named above.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

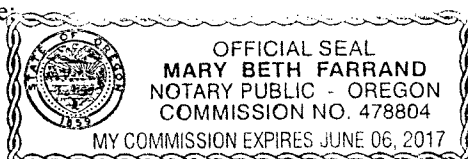
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 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.

Sherman Sherman Johnnie & Hoyt, LLP
Trustee

By: John D. Albert, its authorized agent

STATE OF OREGON)
) ss.
County of Marion)

Personally appeared the above-named John D. Albert, authorized agent for Sherman Sherman Johnnie & Hoyt, LLP, Trustee this 13th day of May, 2016, and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me:



Notary Public for Oregon