



**AFTER RECORDING RETURN TO:**

John D. Albert  
PO Box 2247  
Salem, OR 97308

**2016-011800**

**Klamath County, Oregon**

11/03/2016 03:17:01 PM

Fee: \$62.00

**UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:**

Northwest Farm Credit Services, PCA  
PO Box 878  
Pendleton, OR 97801-0878

**NON-MERGER BARGAIN AND SALE DEED IN LIEU OF FORECLOSURE**

**GRANTORS:** Daniel George Chin and Deloris Diane Chin, Trustees of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, Chin Family Limited Partnership, Wong Potatoes, Inc., and Deloris Diane Chin, same person as Deloris D. Chin and Daniel George Chin, same person as Daniel G. Chin;

**GRANTEE:** Northwest Farm Credit Services, PCA;

**CONSIDERATION:** other than money.

For and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, and other good and valuable consideration, the Grantors do by these presents grant, bargain and sell unto the Grantee, and to its successors and assigns, all the following described real property and personal property situated in Klamath County, Oregon:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD, all and singular, the property, together with the appurtenances, to the Grantee, and to its successors and assigns forever.

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.

This deed does not effect a merger of the fee ownership and the lien of the deed of trust described herein to wit: that certain Line of Credit Deed of Trust and Fixture Filing dated May 29, 2015 and recorded June 1, 2015 as Instrument No. 2015-005604, in the Records of Klamath County, Oregon. The fee and liens shall hereafter remain separate and distinct.

This deed shall not operate to preclude Grantee from proceeding in any action to enforce the deed of trust securing said note, by:

- a) foreclosure of the trust deed by trustee's notice of default and election to sell; or
- b) foreclosure of the trust deed by judicial action.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property described above. Grantors recognize that Grantee shall have no duty to account to Grantors in the event Grantee shall elect to foreclose its lien upon the real property.

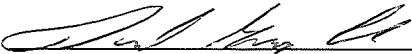
Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

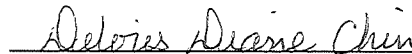
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,


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.


IN WITNESS WHEREOF, the Grantors have hereunto set their hand this 20 day of October, 2016.

CHIN FAMILY LIMITED PARTNERSHIP  
By Chin Family Living Trust, under Trust  
Agreement dated April 22, 1996, General  
Partner

  
By: Daniel George Chin, Trustee of Chin  
Family Living Trust, under Trust Agreement  
dated April 22, 1996, its General Partner


  
By: Deloris Diane Chin, Trustee of Chin  
Family Living Trust, under Trust Agreement  
dated April 22, 1996, its General Partner

  
By: Daniel George Chin, Trustee of Chin  
Family Living Trust, under Trust Agreement  
dated April 22, 1996

  
By: Deloris Diane Chin, Trustee of Chin  
Family Living Trust, under Trust Agreement  
dated April 22, 1996

WONG POTATOES, INC.

  
By: Daniel G. Chin, President

  
By: Deloris Diane Chin, Secretary

  
Daniel George Chin

  
Deloris Diane Chin

STATE OF OREGON )  
County of Klamath ) ss.

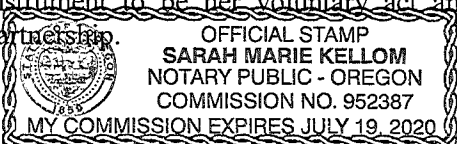
On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Daniel George Chin, Trustee of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, General Partner of the Chin Family Limited Partnership as and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the Trust as one of the partners of the partnership.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
County of Klamath ) ss.

On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Deloris Diane Chin, Trustee of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, General Partner of the Chin Family Limited Partnership and acknowledged the foregoing instrument to be her voluntary act and deed on behalf of the Trust as one of the partners of the partnership.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
County of Klamath ) ss.

On this 20<sup>th</sup> day of October, 2016, on behalf of Wong Potatoes, Inc., personally appeared before me the above named Daniel G. Chin, President of Wong Potatoes, Inc. and acknowledged the foregoing instrument to be its voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
County of Klamath ) ss.

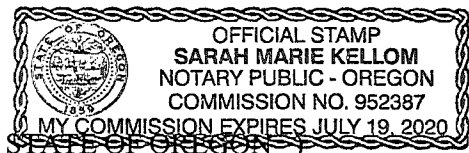
On this 20<sup>th</sup> day of October, 2016, on behalf of Wong Potatoes, Inc., personally appeared before me the above named Deloris Diane Chin Secretary of Wong Potatoes, Inc., and acknowledged the foregoing instrument to be its voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Daniel George Chin, Trustee of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, and acknowledged the foregoing instrument to be his voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Deloris Diane Chin, Trustee of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, and acknowledged the foregoing instrument to be her voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Daniel George Chin and acknowledged the foregoing instrument to be his voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On this 20<sup>th</sup> day of October, 2016, personally appeared before me the above named Deloris Diane Chin and acknowledged the foregoing instrument to be her voluntary act and deed.



Sarah Kellom  
Notary Public for Oregon

## EXHIBIT A

### PARCEL 1

A tract of land situated in Sections 8 and 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the North line of said Section 17 from which the Northwest corner of said Section 17 bears North 89° 49' 21" West, 30.00 feet; thence South 00° 05' 09" East parallel to the West line of said Section 17, 256.00 feet; thence South 89° 49' 21" East parallel to the North line of said Section 17, 2,379 feet more or less to the Mean High Water Line of Lost River; thence Northerly on said Mean High Water Line the following courses and distances: North 15° 12' 02" East, 324.30 feet; North 09° 32' 48" East, 223.70 feet; North 16° 32' 48" West, 370.44 feet ; and North 25° 02' 09" West, 424.66 feet; thence leaving said Mean High Water Line, North 89° 49' 21" West, 2,211.42 feet to a point lying 30.00 feet East of the West line of said Section 8; thence South 00° 16' 30" West, parallel to the West Line of said Section 8, 1,016.92 feet to the point of beginning.

All irrigation equipment, now owned and used, in whole or in part, to irrigate the property, together with all similar goods, including but not limited to:

40Hp Cornell Vertical pump/panel/meter base  
Valley Linear  
PVC 10" 1800', 8" 1800'  
1 filter  
East End- 100-3"X40' pipe/3- valves/4-end plugs