

AFTER RECORDING RETURN TO:

John D. Albert
PO Box 2247
Salem, OR 97308

2016-011801

Klamath County, Oregon

11/03/2016 03:17:01 PM

Fee: \$67.00

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.

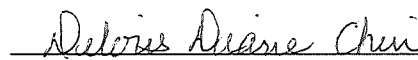
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

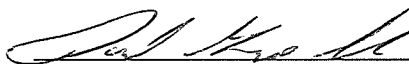
AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON 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

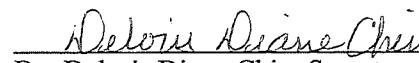

By: Deloris Diane Chin, Trustee of Chin
Family Living Trust, under Trust Agreement
dated April 22, 1996, its General Partner

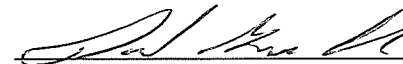

Daniel George Chin, Trustee of Chin
Family Living Trust, under Trust Agreement
dated April 22, 1996



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 20th 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 20th 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.

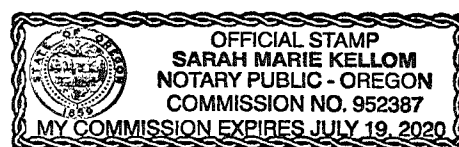
On this 20th day of October, 2016, on behalf of Wong Potatoes, Inc., personally appeared before me the above named Daniel G. Chin, President of, Wong Potatoes, Inc. and acknowledged the foregoing instrument to be its voluntary act and deed.



Sarah Kellom
Notary Public for Oregon

STATE OF OREGON)
County of Klamath) ss.

On this 20th 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 20th 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 20th 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 20th 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 20th 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 4

Beginning at a point on the west boundary of Section 7, Township 40 South, Range 10 East, Willamette Meridian, which point is $S0^{\circ}12\frac{1}{2}'$ East, 657 feet from the Northwest corner of said Section 7; thence $S0^{\circ}12\frac{1}{2}'$ E, along said section line, a distance of 1634.0 feet, to a point which is $N0^{\circ}12\frac{1}{2}'$ W, 346.0 feet, from the Southwest corner of the NW1/4 of said section 7 and which point is the Northwest corner of a parcel of Land shown as "PARCEL TWO" in a deed from J. Clyde Griffith, et ux, to Buford M. Kaylor, et ux, recorded in Klamath County Deed Records, Volume 180, page 128; thence $S89^{\circ}54\frac{1}{2}'$ E, along the North boundary of said "PARCEL TWO", which line is parallel to the North boundary of said Section 7, a distance of 660.0 feet; thence $S0^{\circ}12\frac{1}{2}'$ E, 16.0 feet; thence $S89^{\circ}54\frac{1}{2}'$ E, 1452.0 feet; thence $N0^{\circ}12\frac{1}{2}'$ W, 1474.0 feet, more or less, to the lower water mark on the West bank of Lost River; thence $N47^{\circ}39'$ W, along said low water line, 597.0 feet; thence, continuing along said low water line, $N11^{\circ}20'$ E, 440.0 feet, more or less, to the North boundary of said Section 7; thence $N89^{\circ}54\frac{1}{2}'$ W, along said boundary, a distance of 943.0 feet, more or less, to the Northeast corner of a parcel of land deeded by Karl F. Dehlinger, et ux, to Innis Roberts, et ux, and described in a deed in Klamath County Deed Records, Volume 260, page 25; thence $S17^{\circ}20\frac{1}{2}'$ E, along the east boundary of said Innis Roberts property, a distance of 682.0 feet, thence $S89^{\circ}39\frac{1}{2}'$ W, along the South boundary of said Innis Roberts property, a distance of 1019.5 feet more or less to the point of beginning, being a portion of the NW1/4 of Section 7, Township 40 South Range 10 East of the Willamette Meridian.

EXCEPTING THEREFROM a tract of land situated in the Northwest quarter of Section 7, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at a point on the West line of said Section 7, said point being $S00^{\circ}12'30''$ East 657.00 feet from the Northwest corner of said Section 7, said point also being 27.8 feet, more or less, Westerly from the Easterly right of way line of the Klamath Falls - Malin State Highway as constructed, thence $S00^{\circ}12'30''$ East along the West line of said Section 1645.00 feet, more or less, to the Northwest corner of a parcel of land shown as "Parcel 2" and described in Deed Volume 180 at page 128, Klamath County Deed Records, thence $S89^{\circ}54'30''$ East along the North boundary of said "Parcel 2" and parallel with the North line of said Section 660.00 feet, thence $S00^{\circ}12'30''$ East 16.00 feet, thence $S89^{\circ}54'30''$ East parallel with the North line of said Section 86.79 feet, more or less, to the centerline of an existing irrigation ditch; thence along the center-line of said ditch the following courses and distances; North $15^{\circ}40'23''$ East 452.11 feet, North $16^{\circ}07'41''$ East 425.04 feet, North $01^{\circ}50'48''$ East 408.69 feet, North $01^{\circ}56'16''$ East 402.78 feet, North $17^{\circ}08'30''$ West 9.00 feet to a 5/8 inch iron pin on the South boundary of that tract of land described in deed Volume 260 at page 25, Klamath County Deed Records, thence North $89^{\circ}58'56''$ West (South $89^{\circ}39'30''$ West by said deed record) 795.70 feet thence South $89^{\circ}39'30''$ West along the South boundary of that tract of land described in Deed Volume M67 at page 5054, Klamath County Deed records, 221.50 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:

50Hp-Cornell Motor/Panel/Meter Base

PVC 10" 800', 8" 1400'

2 filters/Manifold-Galvanized

2-Wheelines - 1800' 65"X5"

110 - 3"X40' pipe for corners

4 - 4"X3" Valves/10-Endplugs