

American
MTD 130599AM

AFTER RECORDING RETURN TO:

John D. Albert
PO Box 2247
Salem, OR 97308

2016-011802

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.

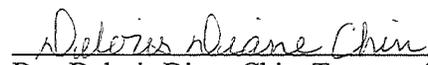
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

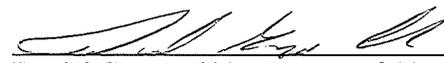
AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON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

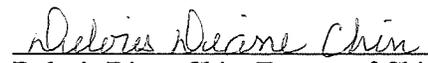
IN WITNESS WHEREOF, the Grantors have hereunto set their hand this 20 day of October, 2016.

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

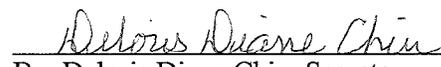

By: Deloris Diane Chin, Trustee of Chin Family Living Trust, under Trust Agreement dated April 22, 1996, its General Partner

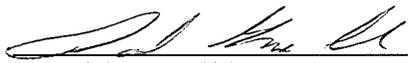

Daniel George Chin, Trustee of Chin Family Living Trust, under Trust Agreement dated April 22, 1996

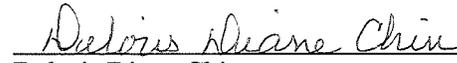

Deloris Diane Chin, Trustee of Chin Family Living Trust, under Trust Agreement dated April 22, 1996

WONG POTATOES, INC.


By: Daniel G. Chin, President


By: Deloris Diane Chin, Secretary


Daniel George Chin


Deloris Diane Chin

STATE OF OREGON)
) 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, 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)
) 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, 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)
) ss.
County of Klamath

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)
) ss.
County of Klamath

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 2

Township 41 South, Range 11 East of the Willamette Meridian

The S1/2, S1/2 N1/2, and S1/2 N1/2 N1/2 of Lot 8; S1/2, S1/2 N1/2 and S1/2 N1/2 N1/2 of Lot 9; N1/2 N1/2 N1/2 of Lot 14; N1/2 N1/2 N1/2 of Lot 15; all in Section 15, Township 41 South, Range 11 East of the Willamette Meridian.

Saving and excepting therefrom that portion deeded to Kelly B. Wilson and Glennis J. Wilson, and described as follows: A parcel of land situate in portions of Government Lots 9 and 14, Section 15, Township 41 South, Range 11 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the fence corner marking the point of intersection of the Southerly line of the N1/2 N1/2 N1/2 of Government Lot 14, Section 15, Township 41 South Range 11 East of the Willamette Meridian and the Westerly right-of-way line of Wilson Road, as the same are presently located and constructed, from which point the Northwest corner of said Section 15 bears North 42 degrees 58' 35" West 3837.67 feet distant; thence Westerly along the fence marking the said Southerly line of the N1/2 N1/2 N1/2 of Lot 14, 399.55 feet to a point; thence North 159.15 feet to a point; thence North 79 degrees 42' 30" East 142.32 feet to a point; thence East 259.5 feet, more or less, to a point in the fence marking the Westerly right-of-way line of Wilson Road; thence Southerly along said Westerly right-of-way line fence 186.8 feet, more or less, to the point of beginning.

Farm Unit D, or Lots 6 and 7 and the N1/2 N1/2 N1/2 of Lot 8 and the N1/2 N1/2 N1/2 of Lot 9, in Section 15, Township 41 South Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the East 368 feet thereof.

SAVING AND EXCEPTING THEREFROM any portion thereof in any canals, roads or highways as per approved Property Line Adjustment 5-99.

PARCEL 3

That portion of Government Lot 1 lying South of J canal; that portion of Government Lot 2 lying South of J canal and Easterly of the State Highway; and that portion of Government Lots 9 & 10 lying Easterly of the State Highway and all of Government Lot 6 all in Section 16 Township 41 South Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Saving and excepting therefrom any portion thereof in any canals, roads or highways.

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:

75hp pump/panel/meter/50hp pump/panel/meter
Valley Corner Pivot – Underground mainline to pivot and corner
2-Wheelines
Solar Panels
3 – filters/2 - manifold