

**2017-007844**

**Klamath County, Oregon**

**07/14/2017 09:38:04 AM**

**Fee: \$72.00**

**After Recording Return To:**

John D. Albert

Sherman Sherman Johnnie & Hoyt, LLP

PO Box 2247

Salem, OR 97308

**NOTICE OF DEFAULT AND ELECTION TO SELL**

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., Deloris Diane Chin, same person as Deloris D. Chin and Daniel George Chin, same person as Daniel G. Chin, as Grantors, made, executed, and delivered to AmeriTitle, as Trustee (Sherman Sherman Johnnie and Hoyt, LLP is now the duly appointed Successor Trustee), in favor of Northwest Farm Credit Services, PCA, as Beneficiary, that certain Line of Credit Deed of Trust and Fixture Filing deed dated May 29, 2015, and recorded June 1, 2015, as Instrument No. 2015-005604, of the Records of Klamath County, Oregon, ("the Trust Deed") covering the following described real property situated in said County and State:

See Exhibit A attached hereto

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary and no appointments of a successor trustee have been made, except as recorded in the mortgage records of the county in which the above-described real property is situated, and that the Beneficiary is the original Beneficiary on the Trust Deed and is the owner and holder of the obligations, the performance of which is secured by the Trust Deed; further, that no action, suit, or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed except as permitted by ORS 86.752(7).

There is a default by the Grantor or other person owing the obligations, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is Grantors' failure to pay in full by the dates of maturity of the loans secured by the Trust Deed.

By power given the Beneficiary under the Trust Deed, Beneficiary herewith declares all sums due under the Trust Deed to be immediately due, owing, and payable without further demand and hereby invokes its power of sale and any other remedies permitted by applicable law.

The true amount due and owing the Beneficiary by the Grantor herein is as follows:

Loan 6223060-101:

\$4,385,395.36

Loan 6098390-101:

\$2,356,238.91

**\$6,741,634.27 Balance due on Trust Deed as July 14, 2017, (total of both loans)**

interest accrues thereafter at the rate \$913.794 per diem (total per diems from both loans) from July 14, 2017, until paid in full.

**NOTICE OF DEFAULT AND ELECTION TO SELL**

**PAGE 1**

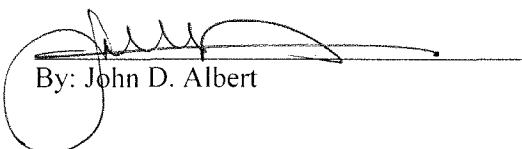
**Notice is hereby given** that the undersigned, by reason of said default, has elected and he hereby does elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the Grantor had, or had the power to convey, at the time of the execution by him of the Trust Deed, together with any interest the Grantor or his successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed and the expenses of the sale, including a reasonable charge by the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

**SALE** of the above-described real property shall be held on **Tuesday, December 12, 2017, at 2:00 o'clock p.m.**, Pacific Time, on the front steps of the **Klamath County Courthouse, 316 Main St., Klamath Falls, Oregon**, which is the hour, date, and place fixed by the Trustee for said sale, as established by ORS 187.110.

**Notice is further given** that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Trust Deed reconveyed by payment of the entire amount due (other than such portion of said principal as would not then be due had not default occurred), together with costs, trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778, at any time that is not later than five (5) days before the date set for said sale

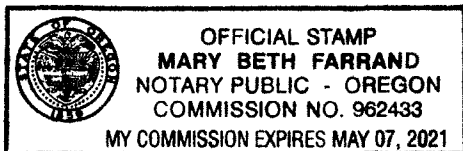
DATED this 13<sup>th</sup> day of July, 2017.

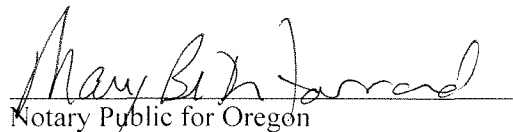
Sherman Sherman Johnnie & Hoyt, LLP  
Successor Trustee

  
By: John D. Albert

STATE OF OREGON                    )  
  ) ss.  
County of Marion                    )

On this 13<sup>th</sup> day of July, 2017, personally appeared the above-named John D. Albert for Sherman Sherman Johnnie & Hoyt, LLP and acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



  
Notary Public for Oregon

## EXHIBIT A

### KLAMATH COUNTY, OREGON

#### PARCEL 1

All that portion of the SW1/4 SW1/4 and of Government Lot 11 of Section 11, Township 41 South, Range 11 East, Willamette Meridian, which lies Southwesterly of a line drawn parallel to and distant 200 feet Southwesterly of the center line of the railway of the Great Northern Railway Company as now located and constructed; said center line being more particularly described as follows:

Beginning at a point in the Westerly boundary of said Section 11 distant 977.00 feet Northerly from the Southwest corner thereof; thence Southeasterly along a straight line making a Southeasterly included angle of  $61^{\circ} 46' 1/2''$  with said Westerly boundary 531.9 feet; thence Southeasterly along the arc of a  $1^{\circ} 0'$  curve to the left, 2,830.00 feet; thence Easterly on tangent 2,141.00 feet, more or less, to an intersection with the Easterly boundary of said Section 11 at a point distant 36.8 feet, Northerly from the Southeast corner thereof. The said strip of land containing 12.35 acres, more or less, in the SW1/4 SW1/4 and 0.22 of an acre, more or less, in Government Lot 11 of said Section 11, Township 41 South, Range 11 East, Willamette Meridian, exclusive of right of way previously granted for highway and for a Government irrigation and drainage canal, SAVING AND EXCEPTING a piece or parcel of land situated in the SW1/4 SW1/4 of Section 11, Township 41 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin in the East right of way boundary of the Adams Point County Road, as the same is presently located and constructed from which the monument marking the Southwest corner of Section 11, Township 41 South, Range 11 East of the Willamette Meridian, bears North  $89^{\circ} 57' 10''$  West 30.0 feet and South  $0^{\circ} 02' 50''$  West 251.75 feet distant; thence North  $0^{\circ} 02' 50''$  East along the Easterly right of way boundary of said County Road 475.20 feet to an iron pin at its intersection with the Southwesterly right of way boundary of the Burlington-Northern Railroad; thence along said Railroad; right of way South  $61^{\circ} 34' 10''$  East 389.7 feet to a point; thence along a circular curve to the left (which has a central angle of  $0^{\circ} 40' 40''$ , a radius of 5,929.65 feet, and a long chord which bears South  $61^{\circ} 54' 34''$  East 70.38 feet) a distance of 70.4 feet to a 5/8 inch iron pin; thence continuing along a circular curve to the left (which has a central angle of  $5^{\circ} 55' 50''$ , a radius of 5,929.65 feet, and a long chord which

bears South  $65^{\circ} 13' 00''$  East 613.75 feet) a distance of 613.80 feet to a 5/8 inch iron pin; thence, leaving said Railroad right of way, North  $89^{\circ} 57' 10''$  West 962.4 feet, more or less, to the point of beginning.

#### PARCEL 2

Also, an easement 20.0 feet in width which has its Northeasterly boundary parallel to and contiguous with the Southwesterly right of way boundary of the Burlington-Northern Railroad from the most Northwesterly corner to the most Southeasterly corner of the above described parcel of land; for the purpose of construction, reconstruction, operation, and maintenance of an irrigation ditch situated in Section 11, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

Lots 3, 4 and N1/2 N1/2 N1/2 of Lot 5 and the N1/2 N1/2 N1/2 of Lot 6 of Section 14, Township 41 South, Range 11 East, Willamette Meridian, excepting right of way heretofore reserved by the United States for the "J" Canal.

(Parcel 4 intentionally omitted, and not part of this notice)

PARCEL 5

The S1/2 of the N1/2 and the NE1/4 of the NE1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, EXCEPT those portions of the NE1/4 NE1/4 lying North and East of The Dalles-California Highway lying within Chin Road, lying within the right of way of The Dalles-California Highway, and lying within the Southern Pacific Railroad right of way.

PARCEL 6

The SW1/4 of the SE1/4 of Section 20, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, EXCEPT those portions thereof lying within the Southern Pacific Railroad right of way, The Dalles-California Highway right of way, and North of the USBR No. 5 Drain, and EXCEPT any portion lying within Wong Road.

PARCEL 7

The NW1/4 of the NE1/4 of Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 8

The SE1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.  
EXCEPTING THEREFROM premises described in Deed to Marjorie L. Stewart, et al, recorded February 2, 1944 in Deed Book 162, page 98, Records of Klamath County, Oregon.  
ALSO EXCEPTING THEREFROM premises described in Deed to Charles M. Cahan, et ux recorded August 4, 1950 in Deed Book 241 at page 64, Records of Klamath County, Oregon.  
ALSO EXCEPTING THEREFROM that portion lying within the boundaries of the Great Northern Railway right of way.

(Continued on next page)

PARCEL 9:

The NE1/4 of Section 7, Township 41 South, Range 11 East, Willamette Meridian,

EXCEPTING that portion conveyed to the United States of America for USBR No. 8 Drain.

EXCEPTING THEREFROM that certain strip conveyed to the Central Pacific Railway Company by deed recorded July 1, 1929, in Deed Book 87 at page 409, Deed Records of Klamath County, Oregon;

ALSO EXCEPTING that certain strip conveyed to the United States of America by deed recorded December 12, 1938, in Deed Book 119 at page 167; and

ALSO EXCEPTING that certain tract conveyed to Standard Oil Company by deed recorded July 23, 1930, in Deed Book 90 at page 484, Records of Klamath County, Oregon.

ALSO EXCEPTING a tract of land described as follows: Beginning at the East Quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right-of-way line of the Southern Pacific Railroad; thence Westerly along said right-of-way line 218 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7, 157.5 feet; thence Westerly parallel to the Southerly right-of-way line of said railroad to the Northeasterly right-of-way line of drain Canal No. 8; thence Northwesterly along said Northeasterly right-of-way line to the said Southerly right-of-way line of the South Pacific Railroad; thence Easterly along said Southerly right-of-way line to the true point of beginning.

AND ALSO EXCEPTING a tract of land situated in the SE1/4NE1/4, more particularly described as follows: Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right-of-way line of the Southern Pacific Railroad; thence Westerly along said right-of-way line 218 feet; thence Southerly parallel to the East line of said Section 7, 157.5 feet to the true point of beginning; thence Westerly, parallel to the Southerly right-of-way line of said railroad to the Northeasterly right-of-way line of Drain Canal No. 8; thence Southerly and Easterly along the Northeasterly line of Drain Canal No. 8 to the Westerly right-of-way line of the County Road; thence Northerly along the West right-of-way line of the County Road to a point that lies South 200 feet from the Southerly right-of-way line of the railroad, thence Westerly parallel to the southerly right-of-way of the railroad, a distance of 218 feet; thence North 60.5 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a parcel of land situated in the SE1/4NE1/4 of Section 7, Township 41 South, Range 11 East of the Willamette Meridian, being more particularly described as follows:

A strip of land 55 feet in width, being 27.5 feet on either side of the following described centerline: Commencing at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the Southerly right of way line of Southern Pacific Railroad; thence Westerly along said right of way line to the Easterly right of way line of U.S.B.R. Drain No. 8; thence continuing Westerly along said Southern Pacific Railroad right of way line 27.5 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7 to a point 27.5 feet north of the South line of the SE1/4NE1/4 of said Section 7; thence Easterly 27.5 feet distant from and parallel to said South line of the West right of way line of Malone Rd.

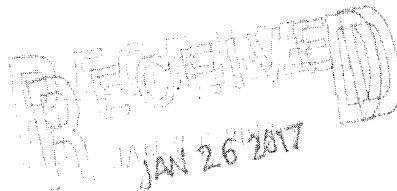
TOGETHER WITH that portion of the East 46 feet of the South 105 feet of the SE1/4 NE1/4 of said Section 7 lying outside the right of way of Malone Road.

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

After recording, return to:

John D. Albert  
Sherman Sherman Johnnie & Hoyt, LLP  
PO Box 2247  
Salem, OR 97308



OREGON FORECLOSURE AVOIDANCE PROGRAM  
BENEFICIARY EXEMPTION AFFIDAVIT

Lender/Beneficiary:	Northwest Farm Credit Services, PCA
Jurisdiction*	United States

\*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Pete Swan (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 0 [not to exceed 175];
2. The undersigned further certifies that she/he: [check only one of the following boxes]  
[ ] is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or  
[✓] Is the AVP-Customer Solutions [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

(Signature)

State of Oregon )

) ss.

County of Marion )

Signed and sworn to (or affirmed) before me this 21 day of January, 2017

by Pete Swan

Notary Public for Oregon

My commission expires: 8-11-2020

