

Affidavit of Individuals Giving Deed in Lieu of Foreclosure:

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

Alan L. Cain and Darlene F. Cain, husband and wife, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed to The Federal Land Bank of Spokane, a corporation, dated the 4th day of March, 1985, conveying the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Klamath, State of Oregon, and subject to rights and easements for roads, utilities and irrigation ditches as same exist or appear of record, and all water and water rights used upon or appurtenant to said property and/or shares of stock or water in any ditch or irrigation company which, in any manner, entitle affiants to water.

Together with any and all tenements, hereditaments easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said property to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to the grantee therein all of their right, title, and interest absolutely in and to said property; that possession of said property has been surrendered to the grantee.

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and not under coercion or duress.

That aforesaid deed was not given as a preference against any other creditors of the affiants; that at the time it was given there was no other person or persons, firms or corporations, other than the grantee therein named, interested either directly or indirectly in said property; that the affiants are solvent and have no other creditors whose rights would be prejudiced by such conveyance; and that affiants are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in said deed.

That the consideration for said deed is grantee's covenant that it shall forbear taking any action whatsoever to collect against the affiants on the promissory note secured by the following described mortgage: Mortgage by Alan L. Cain and Darlene F. Cain, husband and wife, Joseph R. Roe and Constance G. Roe, husband and wife, and Andrew D. McElhinney and Camille V. McElhinney, husband and wife, mortgagors, to The Federal Land Bank of Spokane, a corporation, as mortgagee, dated the 8th day of November, 1979, and recorded on November 27, 1979, Volume M79, page 27487, in the Microfilm records

of Klamath County, State of Oregon. At the time of making said deed affiants believed and now believe that the aforesaid consideration therefor represents the fair value of the property so deeded;

That affiants declare that: Prior to the execution of this Estoppel Affidavit and the Deed, the affiants apprised themselves of sufficient relative data, either through experts or other sources of their own selection, including their attorney, in order that the affiants might exercise their own judgment in deciding upon the contents of this Estoppel Affidavit and Deed; and whether to execute the Estoppel Affidavit and Deed. In the event affiants have not consulted an attorney in deciding whether to execute this Estoppel Affidavit and Deed, affiants have made the choice as of their own free will.

This affidavit is made for the protection and benefit of the grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Alan L. Cain

Alan L. Cain

Darlene F. Cain

Darlene F. Cain

STATE OF OREGON)

County of Klamath : ss.

On this 4th day of March, 1985, before me personally appeared Alan L. Cain and Darlene F. Cain, known to me to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as their free act and deed.

Judith Stalls
Notary Public for the State of Oregon.
residing at Adrian, Ore.
My commission expires 7/13/85

EXHIBIT "A"

3235-A

WARRANTY DEED IN LIEU OF FORECLOSURE
FLB Loan No. 180964-4

THIS DEED, made this 4th day of March, 1985, between Alan L. Cain and Darlene F. Cain, husband and wife, the Grantors, and THE FEDERAL LAND BANK OF SPOKANE, a corporation, whose mailing address is West 601 First Avenue, TAF-C4, Spokane, Washington 99220, the Grantee,

WITNESSETH, that the Grantors, for and in consideration of the covenants hereinafter contained and other good and valuable consideration, do by these presents convey and warrant; unto the Grantee, and to its successors and assigns, forever, all the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Klamath, State of Oregon, and subject to easements for roads, utilities and irrigation ditches as same exist or appear of record, and all water and water rights used upon or appurtenant to said property and/or shares of stock, or water in any ditch or irrigation company which, in any manner, entitles Grantee to water.

Together with any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said 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 mortgage, trust conveyance, or security of any kind.

The acceptance of this conveyance by Grantee is conditioned upon there being no other liens against the property, except for real property taxes owing.

It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantors on the promissory note which the following described mortgage was given to secure: Mortgage by Alan Cain, same person as Alan L. Cain, and Darlene F. Cain, husband and wife, Joseph R. Roe and Constance G. Roe, husband and wife, and Andrew D. McElhinney and Camille V. McElhinney, husband and wife, to The Federal Land Bank of Spokane, dated November 8, 1979, recorded November 27, 1979, Volume M79, page 27487, Microfilm Records of Klamath County, Oregon.

The true and actual consideration paid for this transfer is Grantee's covenant to forbear taking any action to collect against Grantors on the above referenced promissory note.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage described above.

Possession of the property is surrendered and delivered to Grantee.

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3235-B

Grantors declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between Grantors and Grantee with respect to said property.

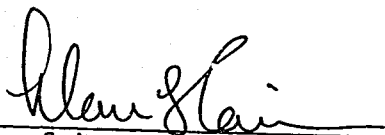
Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

Together with one General Electric 15 HP motor, serial No. PVJ310220, 3530 RPM, with a Pacific centrifugal pump, serial No. B2P24963. One Marathon 40 HP motor, serial No. 1207586, 3510 RPM, with a Berkeley centrifugal pump, serial No. 7732076. 1/4 mile of 5" wheelline manufactured by Western Irrigation & Manufacturing Company. Mainline and handline (portable aluminum): 32 joints of 4" mainline, 36 joints of 6" mainline, 14 joints of 4" handline, and 20 joints of 3" handline.

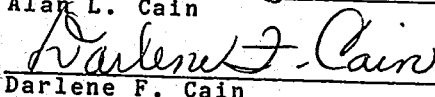
Approximately 850' of buried mainline.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.



Alan L. Cain



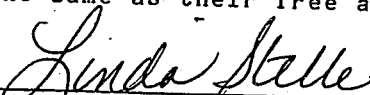
Darlene F. Cain

STATE OF OREGON)

County of Klamath)

: ss.

On this 4th day of March, 1985, before me personally appeared Alan L. Cain and Darlene F. Cain, known to me to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as their free act and deed.



Notary Public for the State of Oregon.
residing at Agway Lake, Or
My commission expires 7/13/85

PARCEL ONE

DESCRIPTION

3235-C

A tract of land situated in the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 7, the SW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 8, the NW $\frac{1}{2}$ NW $\frac{1}{2}$ of Section 17, and the NE $\frac{1}{2}$ NE $\frac{1}{2}$ of Section 18, all in Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch rebar marking the south 1/16 corner common to said Section 7 and 8; thence West 299.19 feet; thence along the arc of a curve to the right (radius = 188.70 feet and central angle = 100°12'14") 330.02 feet to a point 45 feet easterly of an existing drain; thence paralleling said drain as follows: along the arc of a curve to the left (radius point bears N79°47'46"W 165.00 feet and central angle = 64°29'22") 185.72 feet, N54°17'08"W 70.42 feet, along the arc of a curve to the right (radius = 105.00 feet and central angle = 33°10'29") 60.80 feet, N21°06'39"W 31.90 feet, along the arc of a curve to the right (radius = 125.00 feet and central angle = 21°50'41") 47.66 feet, N00°44'02"E 528.19 feet; thence leaving said drain along the arc of a curve to the left (radius = 289.41 feet and central angle = 90°33'15") 457.40 feet; thence N89°49'13"W 345.45 feet to the easterly right of way line of Booth Road; thence along said easterly right of way line S00°10'47"W 30.00 feet to a point from which the C=E 1/16 corner of said section 7 bears N89°49'13"W 30.00 feet; thence S89°49'13"E 345.45 feet; thence along the arc of a curve to the right (radius = 259.41 feet and central angle = 90°33'15") 409.99 feet to a point 15 feet easterly of the said drain; thence paralleling said drain as follow; S00°44'02"W 528.19 feet, along the arc of a curve to the left (radius = 155.00 feet and central angle = 21°50'41") 59.10 feet, S21°06'39"E 31.90 feet, along the arc of a curve to the left (radius = 135.00 feet and central angle = 33°10'29") 78.17 feet, S54°17'08"E 70.42 feet, along the arc of a curve to the right (radius = 135.00 feet and central angle = 64°29'22") 151.95 feet; thence N79°47'46"W 15 feet to the centerline of said existing drain; thence along the centerline of said drain Southwesterly to a point on the west line of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ of said Section 7; thence along said west line of the O.C. & E. Railroad; thence Southeasterly along said right of way line 1773 feet, more or less, to the easterly bank of an existing drain; thence Northerly along said easterly bank passing through a point 304 feet east of the southeast corner of said section 7, to a point on the south line of the N $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ of said section 8; thence Easterly along said south line 1019.7 feet, more or less, to the southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$; thence Northerly to the northeast corner of the SW $\frac{1}{2}$ SW $\frac{1}{2}$ of said section 8; thence Westerly to the point of beginning.

PARCEL TWO

3235-D

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch rebar marking the S 1/16 corner common to sections 7 and 8, Township 39 South, Range 10 East of the Willamette Meridian; thence West 299.19 feet; thence along the arc of a curve to the right (radius=188.70 feet and central angle=100°12'14") 330.02 feet to a point 45 feet easterly of an existing drain; thence paralleling said drain as follows: along the arc of a curve to the left (radius point bears N79°47'46"W 165.00 feet, with a central angle of 64°29'22") 185.72 feet, N54°17'08"W 70.42 feet, along the arc of a curve to the right (radius of 105.00 feet and a central angle of 33°10'29") 60.80 feet, N21°06'39"W 31.90 feet, along the arc of a curve to the right (radius of 125.00 feet and a central angle of 21°50'41") 47.66 feet N00°44'02"E 528.19 feet; thence leaving said drain along the arc of a curve to the left (radius of 289.41 feet and a central angle of 90°33'15") 457.40 feet to a point from which the C=E 1/16 corner of said section 7 is N89°49'13"W 375.45 feet and S00°10'47"W 30.00 feet; thence S89°49'13"E 134.55 feet; thence N00°10'47"E 614.29 feet to the southerly right of way line of State Highway No. 140; thence Southeasterly along said right of way line 865 feet, more or less, to a point on the east line of said section 7; thence along said section line S00°22'28"W 360 feet, more or less, to the E $\frac{1}{2}$ corner of said section 7; thence S00°22'28"W 1340.07 feet to the point of beginning,

Return: MTC

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 5th day of March A.D. 19 85
at 9:26 o'clock A M, and duly
recorded in Vol. M85 of Deeds
Page 3234

EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 25.00