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K-38997

BESCO CORPORATION, an Oregon Corporation, QUITCLAIM DEED - STATUTORY FORM (INDIVIDUAL GRANTEE)

Vol. M87 Page 3474

releases and quitclaims to United States National Bank of Oregon, Grantor.

real property situated in Klamath County, Oregon, to-wit:

Township 41 South, Range 13 East of the Willamette Meridian: Section 19: SE 1/4 NW 1/4 and Government Lot 4.

Grantor acknowledges that this instrument shall also convey, to grantee, the lessors interest under that certain lease between Clyde E. Lang, Laura A. Lang, D. Clayton Gangnes and Donna L. Gangnes, dated February 26, 1985, recorded February 27, 1985, in Volume M-85, Page 2973 of the records of Klamath County, Oregon. Grantor is presently the owner of said lessor's interest, by virtue of the quitclaim deeds executed from Clyde E. Land and Laura A. Lang, to D. Clayton Gangnes and Donna L. Gangnes, and thereafter from D. Clayton Gangnes and Donna L. Gangnes to BESCO Corporation.

THIS INSTRUMENT WILL 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 APPROVED USES. (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is \$ 1.00 (Here comply with the requirements of ORS 93.030) One dollar, and the release of any indebtedness under the December 17, 1984 contract between U.S. Bank, the Langs and the Gangneses, which grantor may have assumed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

BESCO Corporation

Authorized Representative

CORPORATE ACKNOWLEDGMENT

State of California }  
County of Los Angeles } SS.

On this the 23rd day of February 1987, before me,

Lori A. Westhoff

the undersigned Notary Public, personally appeared

Glenn James Warner

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal  
Lori A. Westhoff  
Notary's Signature



Until a change is requested, all tax statements shall be sent to the following address:

U.S. National Bank of Oregon  
P.O. Box 4412  
Portland, OR 97208  
NAME, ADDRESS, ZIP

County affixed

NAME TITLE

By \_\_\_\_\_ Deputy

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ESTOPPEL CERTIFICATE

3475

TO: UNITED STATES NATIONAL BANK OF OREGON

I, the undersigned, hereby certify on behalf of BESCO Corporation that:

- 1) BESCO Corporation is the present owner of a vendee's interest in a land sale contract between United States National Bank of Oregon, as vendor, and Clyde E. Lang, Laura A. Lang, D. Clayton Gangnes, and Donna L. Gangnes, as vendees, dated December 17, 1984 and recorded December 28, 1984 in Volume M-84, Page 21560, in the records of Klamath County, Oregon.
- 2) The vendees and BESCO Corporation are in default under the terms of said contract. BESCO Corporation desires to avoid foreclosure proceedings and to absolutely convey all of its right, title and interest in the real property described in said contract in satisfaction of its obligations arising from the vendees' obligations. BESCO Corporation has therefore executed a Quitclaim Deed to United States National Bank of Oregon.
- 3) The deed does not operate as a mortgage, trust conveyance, or security of any kind, nor shall the Deed effect a merger of the fee ownership of the real property and the lien of the contract described in Paragraph 1 above. The fee title and the lien shall remain separate and distinct, for the purpose of allowing the Bank to foreclose said contract as to any liens or encumbrances which may appear. United States National Bank of Oregon may retain all payments previously made on the indebtedness with no duty to account therefore. Said Quitclaim Deed shall not be effective until recorded by grantee.

4) In executing the quitclaim deed, BESCO Corporation is not acting under any misapprehension as to the effect thereof, nor any duress, undue influence, or misrepresentation by United States National Bank of Oregon, its agents, or attorneys. The Bank has advised us to seek the advice of an attorney if we have questions concerning this or any other document described herein.

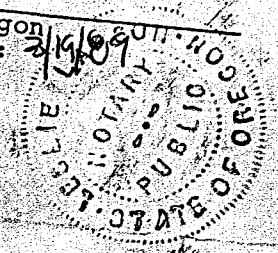
BESCO Corporation

[Signature]  
Authorized Representative

State of Oregon )  
County of Wasco ) ss.  
Multnomah )

The foregoing instrument was acknowledged before me this 5 day of August, 1986 by Jim Carter of BESCO Corporation, an Oregon corporation, on behalf of the corporation.

[Signature]  
Notary public for Oregon  
My commission expires: 2/19/89



ESTOPPEL CERTIFICATE

3477

TO: UNITED STATES NATIONAL BANK OF OREGON

We, the undersigned, and each of us, hereby certify that:

1. We are the vendees of a land sale contract between United States National Bank of Oregon, as vendor, and Clyde E. Lang, Laura A. Lang, D. Clayton Gangnes, and Donna L. Gangnes, as vendees, dated December 17, 1984 and recorded December 28, 1984 in Volume M-84, Page 21560, in the records of Klamath County, Oregon.
- 2) On July 5, 1985, Clyde E. Lang and Laura A. Lang, quitclaimed their interest in said contract to D. Clayton Gangnes and Donna L. Gangnes. The assignment was recorded in Klamath County records on August 22, 1985 in Volume M-85, Page 13318.
- 3) On August 14, 1985, D. Clayton Gangnes and Donna L. Gangnes quitclaimed all their right, title and interest in said contract to BESCO Corporation. The deed was recorded August 22, 1985 in the Klamath County records in Volume M-85, Page 13319.
- 4) The undersigned are also the assignees of the lessee's interest in the Burlington Northern Railroad lease, between Burlington Northern Railroad, lessor, and United States National Bank of Oregon, lessee. Said lease was reassigned by us, for security purposes, to United States National Bank of Oregon.
- 5) The undersigned and BESCO Corporation are in default under the December 1984 land sale contract, and desire to avoid foreclosure proceedings by conveying all of their right, title and interest in said contract to United States National Bank of Oregon. BESCO Corporation has therefore executed a Quitclaim Deed to United States National Bank of Oregon. We understand that the quitclaim

deed from BESCO Corporation to United States National Bank of Oregon does not operate as a mortgage, trust conveyance, or security of any kind, nor shall the Deed effect a merger of the fee ownership of the real property and the lien of the contract described in Paragraph 1 above. The fee title and the lien shall remain separate and distinct, for the purpose of allowing the Bank to foreclose said contract as to any liens or encumbrances which may appear. We agree that United States National Bank of Oregon may retain all payments previously made on the contract with no duty to account therefore.

6) We further understand that the quitclaim deed from BESCO Corporation to United States National Bank of Oregon shall operate to convey, to the Bank, any lessee's interest that we retain in the Burlington Northern Railroad lease. Said Quitclaim Deed shall not be effective until recorded by grantee.

7) In executing this certificate, we are not acting under any misapprehension as to the effect thereof, nor any duress, undue influence, or misrepresentation by United States National Bank of Oregon, its agents, or attorneys. The Bank has advised us to seek the advice of an attorney if we have questions concerning this or

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any other document described herein.

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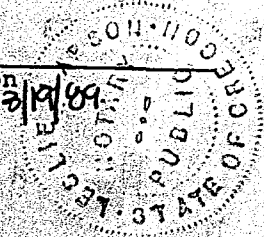
Clyde E. Lang  
Clyde E. Lang

Laura A. Lang  
Laura A. Lang

State of Oregon )  
          Jackson ) ss.  
County of Multnomah )

Personally appeared the above-named Clyde E. Lang and  
Laura A. Lang and acknowledged the foregoing to be their voluntary  
act and deed before me this 11<sup>th</sup> day of August, 1986.

Debbie Brown  
Notary public for Oregon  
My commission expires: 2/19/89



ESTOPPEL CERTIFICATE

TO: UNITED STATES NATIONAL BANK OF OREGON

We, the undersigned, and each of us, hereby certify that:

1. We are the vendees of a land sale contract between United States National Bank of Oregon, as vendor, and Clyde E. Lang, Laura A. Lang, D. Clayton Gangnes, and Donna L. Gangnes, as vendees, dated December 17, 1984 and recorded December 28, 1984 in Volume M-84, Page 21560, in the records of Klamath County, Oregon.
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deed from BESCO Corporation to United States National Bank of Oregon does not operate as a mortgage, trust conveyance, or security of any kind, nor shall the Deed effect a merger of the fee ownership of the real property and the lien of the contract described in Paragraph 1 above. The fee title and the lien shall remain separate and distinct, for the purpose of allowing the Bank to foreclose said contract as to any liens or encumbrances which may appear. We agree that United States National Bank of Oregon may retain all payments previously made on the contract with no duty to account therefore.

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7) In executing this certificate, we are not acting under any misapprehension as to the effect thereof, nor any duress, undue influence, or misrepresentation by United States National Bank of Oregon, its agents, or attorneys. The Bank has advised us to seek the advice of an attorney if we have questions concerning this or

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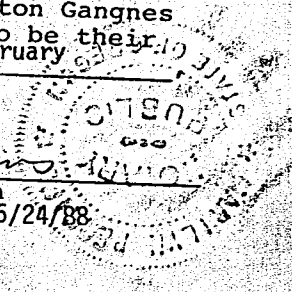
any other document described herein

*[Signature]*  
D. Clayton Gangnes  
*[Signature]*  
Donna L. Gangnes

State of Oregon )  
                  Jackson ) ss.  
County of ~~Wallowa~~ )

Personally appeared the above-named D. Clayton Gangnes and Donna L. Gangnes and acknowledged the foregoing to be their voluntary act and deed before me this 25th day of February ~~1986~~ 1987

*[Signature]*  
Notary public for Oregon  
My commission expires: 6/24/88



Return to: American Pacific Title & Escrow Co.  
P.O. Box 1804  
Medford, Oregon 97501  
Attn: Marilyn Perkins

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 5th day  
of March A.D., 19 87 at 8:45 o'clock A M., and duly recorded in Vol. \_\_\_\_\_ M87,  
of \_\_\_\_\_ Deeds on Page 3474

FEE \$42.00

Evelyn Biehn, County Clerk  
By *[Signature]*