STATUTORE TOP 24 990 K-38997 OUTCLAIM DEED STATUTORY FOR VOL MOL Page BESCO CORPORATION, an Oregon Corporation releases and quitclaims to United States National Bank of Oregon, Grantor Grantee, all right, title and interest in and to the following described real property situated in Klamath Township 41 South, Range 13 East of the Willamette Meridian: Section 19: 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. H 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 ADDRESS SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT. TO VERIFY APPROVED USES. in MAR The true consideration for this conveyance is \$ 1.00 One dollar, and the release of any indebtedness under the December 17, 1984 contract 87 between U.S. Bank, the Langs and the Gangneses, which grantor may have assumed. Dated this day of 19 86 Manager and a subject to the subject of the subject BESCO Corporation REALIZED DE LA Authorized Representative CORPORATE ACKNOWLEDGMENT State of California On this the 23rdday of February SS. Constraint in the light 19_87, before me, County of Los Angeles Lori A. Westhoff the undersigned Notary Public, personally appeared Glenn James Warner OFFICIAL SEAL personally known to me LORI A. WESTHOFF Notary Public - California XX proved to me on the basis of satisfactory evidence LOS ANGELES COUNTY to be the person(s) who executed the within instrument as My Commission Expires Mar 7, 1988 President _or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNES\$ my hand and bificial sea Notary's Signature 7120 122 NATIONAL NOTARY ASSOCIATION . 23012 W Until a change is requested, all tax statements shall be sent to the following address; County allixed. U.S. National Bank of Oregon P.O. Box 4412 Portland, OR 97208 NAME TITLE NAME, ADDRESS, ZIP By..... Deputy

ESTOPPEL CERTIFICATE

TO: UNITED STATES NATIONAL BANK OF OREGON I, the undersigned, hereby certify on behalf of BESCO Corporation that:

 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 Deced 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 Authorized Representative State of Oregon County of MCCO The foregoing instrument was acknowledged before me this of the second s day of Quint Oregon corporation, on behalf of the corporation. BESCO Corporation, an Notary public for Oregor My commission expires: - 2 .

ESTOPPEL CERTIFICATE

UNITED STATES NATIONAL BANK OF OREGON TO

We, the undersigned, and each of us, hereby certify that: We are the vendees of a land sale contract between United 1. 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.

On July 5, 1985, Clyde E. Lang and Laura A. Lang, 2) 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.

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.

The undersigned and BESCO Corporation are in default 5) 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

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deed from BESCO Corporation to United States National Bank of Oregon does not operate as a mortgage, trust conveyance, or . 3478 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

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 111 111

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any other document described herein.

SS.

Clyde E. Lang

Baura a Lang

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 day of Aquit, 1986.

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011.110g m tary public for Oregon NO My commission expires: 398 Ó 9 7 3

ESTOPPEL CERTIFICATE

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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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We further understand that the quitclaim deed from BESCO 6) 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 111

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State of Oregon Jackson) ss. County of Multhoudk)

Personally appeared the above-named D. Clayton Gangnes and Donna L. Gangnes and acknowledged the foregoing to be their of Myg6. 1987

Notary public for Oregon My commission expires: 6/24/88

Retutn to: American Pacific Title & Escrow Co. P.O. Box 1804 Medford, Oregon 97501

Attn: Marilyn Perkins

STATE OF OREGON: COUNTY OF KLAMATH: SS.

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