

K-41343  
**ESTOPPEL AFFIDAVIT**  
 FCB Loan Nos. 183483-0 and 135210-0  
 Arthur E. Evans

STATE OF Oregon )  
 ) ss.  
 County of Klamath )

ARTHUR E. EVANS, being first duly sworn, depose and say: That he is the identical party who made, executed, and delivered that certain Deed to the FARM CREDIT BANK OF SPOKANE, a corporation chartered under the laws of the United States, successor by merger to The Federal Land Bank of Spokane, a corporation formerly chartered under the laws of the United States, as Grantee, dated June 5, 1989, conveying the property situate in County of Klamath, State of Oregon, and more particularly described in said Deed.

That the Deed was intended to be and was an absolute conveyance of the title to the property to the Grantee named therein and was not and is not now intended as a rescission or as a mortgage, trust conveyance, or security agreement of any kind; that Affiant intended to convey and did convey to the Grantee all of their right, title, and interest absolutely in and to the property; and that possession of the property has been surrendered to the Grantee.

That in the execution and delivery of the Deed, the Affiant acted freely and voluntarily and not under coercion, duress or any misapprehension as to the legal effect thereof.

That the Deed was not given as a preference against any other creditors of the Affiant; that at the time it was given there was no person, firm or corporation, other than the Grantee therein named, having an interest either directly or indirectly in the property; that the Affiant is solvent and has no other creditors whose rights would be prejudiced by such conveyance; and that the Affiant is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property.

That the consideration for said Deed is Grantee's covenant that it shall not enforce any judgment against Grantors by obtaining a deficiency judgment against them on the promissory notes secured by that certain mortgage executed by Arthur E. Evans and Mae Jean Evans, husband and wife, Mortgagors, to The Federal Land Bank of Spokane, a corporation, Mortgagee, dated May 13, 1968, recorded on May 17, 1968, in Volume M68, Page 4479, in the Mortgage records of Klamath County, Oregon, and that certain mortgage executed by Arthur E. Evans and Shirley A. Evans, husband and wife, Mortgagors, to The Federal Land Bank of Spokane, a corporation, Mortgagee, dated April 18, 1980 and recorded April 28, 1980, in Volume M80, Page 7812, Mortgage records of Klamath County, Oregon. At the time of making said Deed, Affiant believed and now believes that the consideration for the Deed represents the fair value of the property.

That before executing the Deed and this Affidavit, the Affiant consulted with experts or other sources of their own choice, including their attorney, in order that the Affiant might use his own judgment in deciding whether to execute the Deed.

60 JUN 5 AM 11 00

That Affiant acknowledges Affiant has been provided with a copy of Twelfth Farm Credit District Distressed Loan Restructuring Policy under the Agricultural Credit Act of 1987 (herein "Policy") which affects certain loans Grantee has with borrowers generally and which contains provisions relating to restructuring loans as set forth therein; that Affiant has read the Policy and reviewed its contents with his attorney or was given the opportunity to so read and review the Policy and elected to not do so. Affiant elects to complete this conveyance transaction in lieu of any rights or privileges to which are, or may have been, conferred upon him under the provisions of the Policy, and evidence said election by the execution of this Affidavit, the deed described above, and all other documents related thereto.

That 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.

That the Affiant will testify, declare, depose, or certify in open court, by deposition or by written statements to the truth of the particular facts set forth above, in any case now pending or which may hereafter be instituted.

Executed this 5th day of June, 1989.

Arthur E. Evans  
ARTHUR E. EVANS

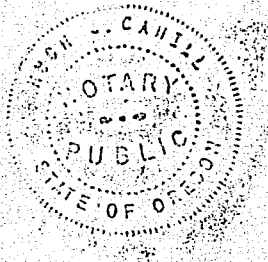
STATE OF OREGON )

: ss.

County of Klamath )

On this 5th day of June, 1989, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared ARTHUR E. EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Hugh J. Cahill  
Notary Public for the State of Oregon  
Residing at Klamath Falls OR  
My commission expires 6-16-89

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Klamath County Title Co.  
on this 6th day of June A.D. 1989  
at 11:09 o'clock AM and duly recorded  
in Vol. M89 of Deeds Page 9939  
Evelyn Biehn County Clerk  
By Pauline Muehlbauer  
Deputy.

Fee, \$13.00

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