

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

BPOE, LODGE NO. 1247  
~~4242 Winter Avenue~~ P.O. BOX 117  
Klamath Falls, OR 97601  
Attn: Don Rider

MAIL ALL TAX STATEMENTS TO:

Same as above.

MTC 47377-KR

SPECIAL WARRANTY DEED

WELLS FARGO BANK, N.A., a national banking association and successor by merger to First Interstate Bank of Oregon ("Grantor"), conveys and specially warrants to BPOE, LODGE NO. 1247, an Oregon association ("Grantee"), the following described real property located in Klamath County, Oregon, free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

The real property described in Exhibit A attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to the exceptions to title set forth in Exhibit B, attached hereto, and subject to the restriction that during the period commencing on the date of recording of this Special Warranty Deed and terminating twelve (12) months thereafter, no bank, credit union, savings and loan or other financial institution (other than Grantor and its successors and assigns) shall own or occupy all or any part of the Property. In addition, so long as Grantor or its successor or assign operates any automated teller machine at the Property, no other bank, credit union, savings and loan or other financial institution shall own or occupy all or any part of the Property or operate any automated teller machine at the Property. The foregoing restrictions shall run with the Property and be binding on Grantee and its successors and assigns.

The true consideration for this conveyance is \$497,500.00.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Executed this 9<sup>th</sup> day of June, 1999.

GRANTOR: WELLS FARGO BANK, N.A., a national banking association, as successor by merger to First Interstate Bank of Oregon

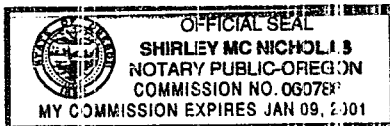
By [Signature]  
Name: Charles Johnson  
Title: Vice President

By [Signature]  
Name: V. J. [Signature]  
Title: [Signature]

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

I certify that I know and have satisfactory evidence that Glen V. Johnson signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledge it as the Vice President of Wells Fargo Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-9-, 1999

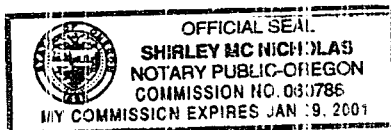


*Shirley Ann Nichols*  
Notary Public in and for the State of Oregon  
residing at PORTLAND  
My commission expires: 1-9-2001

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

I certify that I know and have satisfactory evidence that Joe Weber signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of Wells Fargo Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-9-, 1999



Shirley A. Richmond  
Notary Public in and for the State of Oregon  
residing at PORTLAND  
My commission expires: 1-9-2001

EXHIBIT A

## Legal Description

The land referred to herein is situated in the City of Klamath Falls, County of Klamath, State of Oregon, and is more particularly described as follows:

All of the following described property lying in Block 15, ORIGINAL TOWN, Klamath Falls, Oregon:

All of Lot 5, Block 15, ORIGINAL TOWN, Klamath Falls, Oregon, also the Southwesterly 10.0 feet of Lot 6, said Block 15, also the Northeasterly 55.12 feet of the Northwesterly 103.0 feet of Lot 6, said Block 15, also the Southwesterly 5.12 feet of the Northwesterly 103.0 feet of Lot 7, said Block 15. Said property is further described by metes and bounds as follows:

Beginning at the most Southerly corner of Lot 5, Block 15, ORIGINAL TOWN, Klamath Falls, Oregon; thence Northeasterly along the Southeasterly line of said Lot 5 and along the Southeasterly line of Lot 6, said Block 15 a distance of 75.12 feet to a point which lies 10.0 feet Northeasterly of the corner common to Lots 3, 4, 5, and 6, said Block 15; thence Northwesterly parallel to Sixth Street and along the end of an alley a distance of 17.0 feet; thence Northeasterly parallel to Pine Street and along the Northwesterly line of an alley a distance of 60.24 feet to a point which lies 5.12 feet Northeast of the Northeasterly line of said Lot 6; thence Northwesterly parallel to Sixth Street and along the Southwesterly line of an alley a distance of 103.0 feet to the Southeasterly line of Pine Street; thence Southwesterly along the Southeasterly line of Pine Street a distance of 135.36 feet to the most Westerly corner of said Lot 5; thence Southeasterly along the Northeasterly line of Sixth Street a distance of 120.0 feet to the point of beginning.

ALSO,

The following described portion of Lot 4 of Block 15, of the ORIGINAL TOWN OF LINKVILLE, (now Klamath Falls), Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, to wit:

Beginning at the Southwesterly corner of said Lot 4, which is the intersection of the Easterly line of Sixth Street and the Northwesterly line of Main Street; thence running Northeasterly along the Southerly of Main of said Lot 4 and the Northwesterly line of Main Street a distance of 60 feet; thence Northwesterly parallel to Sixth Street to the Northerly line of said Lot 4; thence Southwesterly along the Northerly line of said Lot 4 parallel to Main Street to the Northwesterly corner of said Lot 4; thence Southeasterly along the Westerly the Westerly line of said Lot 4 and the Easterly line of Sixth Street to the point of beginning.

EXHIBIT B

1. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
2. Any matters which an inspection or survey of the property described on Exhibit A could ascertain or discover;
3. The lien for real property taxes and assessments for the fiscal year 1998-1999 and all subsequent years not yet due and payable;
4. Reservations or exception in patents;
5. Unpatented mining claims; and
6. All unrecorded leases affecting the Property.

NON-FOREIGN PERSON CERTIFICATE

To inform BPOE, LODGE NO. 1247, an Oregon association ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code"), will not be required upon the transfer of certain real property to Transferee by WELLS FARGO BANK, N.A., a national banking association ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is 94-1347393; and
3. Transferor's office address is 633 Folsom Street, 6th Floor, San Francisco, California 94107-3600.

Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herewith could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certificate and that, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: June 2, 1999

"Transferor"

WELLS FARGO BANK, N.A.  
a national banking association

By

Name:

Title:

*Linda V. Johnson*  
*Vice President*