

60734

Vol. ^W 12 Page 1004INSTRUMENT AFFECTING REAL PROPERTY
(LANDLORD'S CONSENT AND WAIVER)

Betty Hartell

Rt. 3 Wocus

Klamath Falls,

Klamath

Oregon 97601

Number

Street

City

Zone

County

State

To

Motor Mart Trailer Sales

(herein called "Seller")

600 So. 5th St.

Klamath Falls

Klamath

Oregon 97601

Number

Street

City

Zone

County

State

WHEREAS the Landlord is the record owner of the real property, herein called "premises", described in Exhibit I annexed hereto and made a part hereof, and

WHEREAS George Fillipenko/Elizabeth M. Fillipenko, herein called "Buyer" is the lessee of said premises under and pursuant to an agreement of lease between Landlord and Buyer, and

WHEREAS Buyer desires to enter into a conditional sale contract or chattel mortgage or other form of purchase agreement, herein called "Contract", with the Seller for the purchase of a Mobile Home, herein called "Building", which is more particularly described in Exhibit I hereto, to be erected upon the premises therein described and which Contract will be filed or recorded in the office(s) in which it is permitted or required to be filed by the laws of the State where the Building will be located.

NOW, THEREFORE, in consideration of such sale of the Building by the Seller to the Buyer and the erection thereof upon such premises and to induce such sale and erection, Landlord by these presents does hereby consent to the erection of such Building upon the premises and agrees that the Building at all times shall remain personal property and shall not become a part of the freehold and does hereby waive and relinquish unto the Seller and Seller's heirs, successors and assigns (herein collectively referred to as "Seller") all right of levy for rent and all claims and demands of every kind Landlord may now or hereafter have against said Building, and Landlord does hereby grant, bargain, sell, convey and warrant to the Seller the right at any time to enter upon said premises for the purposes of inspecting the Building and repossessing and removing the Building from said premises when Seller may elect so to do after default by the Buyer in any of the terms of said Contract, without liability for damage to the freehold resulting from such removal. Landlord hereby authorizes and empowers the Seller to disconnect all water, gas, power, telephone lines and any other facilities and installations necessary to effect the removal of the Building from the premises as aforesaid and agrees that Seller may conduct a sale of the Building on the premises, post notices of such sale thereon, and shall have the right to enter upon the premises for the purpose of guarding or maintaining the Building or preparing the same for sale, and Seller shall not be obligated to pay any rent or any charge for the rights herein granted.

This instrument and all the rights hereby granted to Seller shall terminate upon the satisfaction by Buyer of all obligations under the Contract or upon the complete removal of the Building from the premises, whichever is the earlier, and upon such termination, Seller shall execute and deliver to Landlord a release of all of the rights granted herein. This instrument and all covenants herein shall run with the land described herein and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto and any conveyance or mortgage of the premises described herein shall be subject and subordinate to all of the terms and provisions of this instrument.

Signed, sealed and delivered this 14 day of JANUARY, 1972

(Corporate Seal)

Countersignature and Attestation

Secretary

Betty Hartell (L. S.)
(Signature of Individual or name of Corporation
or Partnership) (Seal)

By..... (L. S.)
(Seal)

Title.....
(If Corporation, have signed by President, Vice-President or Treasurer and give official title. If Owner or Partner, state which.)

WITNESS:.....

WITNESS:.....

This instrument was prepared by Motor Mart Trailer Sales
(Name of Seller)

JAN 26 10 00 AM 1972

NOTARY PUBLIC SHOULD ALWAYS AFFIX OFFICIAL SEAL
after ascertaining that acknowledgment or affidavit is made correctly.

1005

FOR USE IN ALL STATES EXCEPT SOUTH CAROLINA
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

STATE OF OREGON COUNTY OF KLAMATH SS.:
I, Richard J. Wick, do hereby certify that on this 11 day of January, 1972, in
Klamath Falls, Ore. (place) in said County, before me personally appeared
Becky Harkel

(For Individual)

to me personally well known as and to be the identical
person named and described in and party to and who
executed in his own proper handwriting and whose name
is subscribed to the within and foregoing and annexed
instrument of writing bearing date as therein indicated
and produced and delivered the same before me and who,
upon being first duly sworn by me, stated that he knows
the contents of said instrument and acknowledged that he
signed, sealed, executed and delivered the same as and
to be his free, lawful and voluntary act and deed for the
uses, purposes and consideration therein mentioned and
contained and set forth.

Given under and witness my hand and official seal the
day and year in this certificate first above written.

(For Partnership)

to me personally well known and known as and to be a
member of the partnership of Richard J. Wick and
Becky Harkel and the identical person described in and party to and
who executed in said partnership name the within and
foregoing and annexed instrument of writing bearing date
as therein indicated, and produced and delivered the same
before me, who, upon being first duly sworn by me, stated
that he knows the contents of said instrument and he
duly acknowledged to me that he signed, sealed and de-
livered the same in said partnership name as and for and
to be his and said partnership's free, lawful and voluntary
act and deed for the uses, purposes and consideration
therein mentioned and contained and set forth.

Given under and witness my hand and official seal the
day and year in this certificate first above written.

Richard J. Wick NOTARY PUBLIC
Notary Public in and for Klamath County, State of Oregon
Residing at 112 S. 2nd
My commission expires 12-14-75

STATE OF OREGON COUNTY OF KLAMATH SS.:
I hereby certify that on this 11 day of January, 1972, in Klamath Falls (place)
in said County, before me Richard J. Wick (Name of Notary Public), a Notary Public duly qualified
in and for the County of Klamath, State of Oregon, to me personally well known
personally appeared Becky Harkel (Name of Officer who signed),
to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper hand-

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of C I T FINANCIAL SERVICE INC.,
this 26th day of JANUARY A. D., 19 72 at 10:00 o'clock AM., and duly recorded in
Vol. M. 72. of DEEDS on Page 1004
FEE \$4.00

WM. D. MILNE, County Clerk

By W. D. Milne

Notary Public in and for KLAMATH County, State of OREGON
Residing at 112 S. 2nd
My commission expires 12-14-75

FOR USE IN SOUTH CAROLINA
PROOF BY SUBSCRIBING WITNESS

STATE OF OREGON COUNTY OF KLAMATH SS.:
On this 11 day of January, 1972, before me a Notary Public in and for the County of
personally known, who being by me duly sworn, did say that he was present and saw
of Becky Harkel (Name of Landlord) sign and execute, seal and deliver the within instrument for the purposes
therein cited and that the same was signed by him (her) as a witness at the request of Landlord, and that
thereto. (Second Witness) was also present at the request of Landlord and signed as a subscribing witness

Sworn to and subscribed before me
the day and year above written. (Signature of Deponent Witness)
My commission expires 12-14-75 Notary Public residing at 112 S. 2nd

FOR USE IN DISTRICT OF COLUMBIA (In Addition to Acknowledgment)
KNOW ALL MEN BY THESE PRESENTS that C I T FINANCIAL SERVICE INC., a
corporation, the mortgagor in the within instrument, does hereby appoint Becky Harkel,
its attorney in fact to be its attorney in fact to execute and acknowledge said instrument.
By Becky Harkel Title attorney in fact
(Name of Corporation)

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, SS.: I, Becky Harkel, a Notary Public in and
for the District of Columbia, do hereby certify that C I T FINANCIAL SERVICE INC., who is named in the
above instrument as attorney in fact for C I T FINANCIAL SERVICE INC., a corporation, the cor-
porate party to a certain instrument bearing date on the 11 day of January, 1972, and hereto annexed, personally appeared before me in said District, who, being personally well known to me as
the person named in the above instrument as attorney in fact for the said corporation, acknowledged the said instrument
to be the corporate act and deed of said corporation and that he delivered the same as such.

Given under my hand and seal this 11 day of January, 1972.

Notary Public, District of Columbia

Ret CTT
432 So. 7th