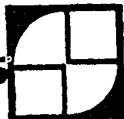


22835



Return SYSTEMS LEASING TRUST NO. IX

Valley, Nebraska 68064 Box 632

Area Code (402) 359-2274

Vol. 183 Page 6346

EQUIPMENT DISCLAIMER

The Undersigned is the record owner or mortgagee of the following described real estate (the "Premises"):
(Insert Full Legal Description)

N $\frac{1}{2}$ NW $\frac{1}{4}$ & government lots 1,2,3,4 and NE $\frac{1}{4}$ section 17
Township 41 S R10 East of Willanate Meridan
Klamate County, Oregon

The Undersigned has been advised that Systems Leasing Trust No. IX ("Lessor") has or is about to enter into a certain Equipment Lease with Charles and Susan Kerr ("Lessee") pursuant to which the following described property (the "Equipment") will be delivered to and installed and/or located on the Premises:
(Insert Full Description of Equipment)

900
1- Model 4865 1480' span Valley Irrigation System, includes freight installation and all accessories
200' #6 cable con wire, 200' 10" PVC Pipe Simpson 125 PSI 2-goosenecks
w/air valves and pressure relief 1 Cornell 5 WB 60 HP high speed pump
w/panel 1-1000 GPM filter 1-5W 60 HP pump w/12" suction & pump panel

Accordingly, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned hereby: (i) disclaim any interest in the Equipment which may be prior to the interest of Lessor, under said Equipment Lease and otherwise, (ii) waive all rights under local law to levy or distraint upon the Equipment, (iii) waive all right to claim that such Equipment and all replacements and additions thereto is or at any time will become fixtures, notwithstanding the installation thereof in any manner on or at the Premises, (iv) waive all other rights, claims and demands of every kind against said Equipment and all replacements and additions thereto, (v) agree that in the event that Lessor shall at any time exercise its right or power, under said Equipment Lease or otherwise, to take possession of and/or remove the Equipment, the Undersigned will not hinder the same or interfere or object thereto, and the Undersigned hereby consent to Lessor's entry upon the Premises for such purposes. This Equipment Disclaimer will continue in full force and effect until Lessee has paid the full amount owing in accordance with the terms and conditions of the Lease and any renewals or extensions thereof.

This Equipment Disclaimer shall be binding upon the respective heirs, personal representatives, successors and assigns of the Undersigned, and shall be inure to the benefit of Lessor and its successors and assigns.

Dated this 18th day of April, 19 83

ATTEST/WITNESS:

STATE OF OREGONCOUNTY OF Klamath

Before me, the Undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

Charles G. Kerr and Susan G. Kerr

known to me to be the person(s) whose name(s) are subscribed to the forgoing instrument and acknowledged that they/he executed said instrument as their/his free and voluntary act and, if subscribed as a partner of a partnership or officer of a corporation, as the free and voluntary act of said partnership or corporation, in each case for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of April, 19 83

Form LE10015 - SL Rev. 1/83

Notary Public

My Commission Expires October 11, 1985

STATE OF OREGON: COUNTY OF KLAMATH ::s

I hereby certify that the within instrument was received and filed for record on the 26th day of April A.D., 19 83 at 11:36 o'clock A M, and duly recorded in Vol. M83, of M Mortgages on page 6346.

EVELYN BIEHN COUNTY CLERK

Fee \$ 4.00by Sue Bowers Deputy