

See Attached Exhibit A

_____ are Seller(s) under a Contract for the sale of real property dated February 1, 19 82 ("Contract") in which Terry D. Sherrill and Janet R. Sherrill is Buyer. Sellers acknowledge that the real property sold under the Contract is also subject to the following interests: _____

Despite any provision of the Contract authorizing such action, Sellers have not and will not declare a default under the Contract because of the existence of any of the above interests. The real property sold under the Contract is described in Exhibit B attached hereto.

Sellers hereby consent to the grant of a mortgage on the real property by Terry D. Sherrill and Janet R. Sherrill in favor of the United States National Bank of Oregon ("USNB"), as security for certain indebtedness to USNB, and also consent to the following: Interim construction mortgage until completion of construction and expiration of the 60-day construction lien period.

Sellers agree to give USNB notice of any default under the Contract by mailing written notice to USNB at the following address: Income Property Finance Department, P.O. Box 4412, Portland, Oregon 97208. USNB shall have the option, within ~~60~~ 15 days from the receipt of notice, to bring current all payments which have become due within 30 days prior to the receipt of the Notice, and may thereafter at its option make payments as they become due, and so long as such payments are made, Sellers shall not exercise their remedies for default under the Contract, or accelerate payments due under the Contract.

Sellers hereby consent that if there is any default under the Contract or under the mortgage, the Buyer's interest under the Contract may be transferred to any person proposed by USNB, provided that all payments due under the Contract are brought current upon such transfer. Said person will have all rights of Buyer under the Contract. Sellers may withdraw their consent to the transfer to any particular person proposed by USNB, for reasonable cause only, by written Notice specifying reasonable cause why such person is not acceptable. To be effective, the Notice must be mailed or delivered so that it is received by USNB at USNB's address stated above within 10 days after Sellers have been informed of the name and address of the person proposed by USNB.

Neither this Consent, nor the mortgage, nor any action taken under either document, shall create any duty, responsibility, or liability of USNB to Sellers, or be a waiver of any rights Sellers may have against the Buyer. This Consent does not create any rights in favor of Buyer against USNB or Sellers.

The balance owing on the Contract as of \$45,000⁰⁰, 19 83, is \$ Nov. 15, 1983.

DATED: Nov. 15th, 19 83.

STATE OF OREGON

County of

Klamath

)

ss.

Winifred Stilwell

James F. Stilwell

Michael J. Stilwell

Teri A. Schmidt

On this 15th day of November, 19 83, before me personally appeared the above-named Teri A. Schmidt, Trustee, Michael J. Stilwell, Trustee, James F. Stilwell & Winifred Stilwell and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 8/12/84

T. Sherrill Tel. 882-2612

Exhibit "A"

TERI A. SCHMIDT, Trustee for KIMBERLY A. STILWELL under Trust Agreement dated June 30, 1981, as to an undivided 1/10th interest; TERI A. SCHMIDT, Trustee for WENDY L. STILWELL under Trust Agreement dated June 30, 1981, as to an undivided 1/10th interest; MICHAEL J. STILWELL, Trustee for MICHAEL J. SCHMIDT under Trust Agreement dated June 30, 1981, as to an undivided 1/10th interest; and MICHAEL J. STILWELL, Trustee for RYAN F. SCHMIDT under Trust Agreement dated June 30, 1981, as to an undivided 1/10th interest; and JAMES F. STILWELL and WINIFRED STILWELL, an estate in fee simple as tenants by the entirety to an undivided 6/10th interest, herein-after Sellers.

Exhibit "B"

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, running thence South $0^{\circ} 00\frac{1}{2}'$ East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the center line of the Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South $55^{\circ} 52\frac{1}{2}'$ East parallel to said center line of South Sixth Street, 601.2 feet; thence North $34^{\circ} 07\frac{1}{2}'$ East 100 feet to the point of beginning; thence continuing North $34^{\circ} 07\frac{1}{2}'$ East, 75 feet; thence South $55^{\circ} 52\frac{1}{2}'$ East 100 feet; thence South $34^{\circ} 07\frac{1}{2}'$ West 75 feet, thence North $55^{\circ} 52\frac{1}{2}'$ West 100 feet to the point of beginning.

Return:

U. S. Nat'l Bank
Income Property Finance Dept
555. Oak S.W. Oak St.
Portland, OR 97204
Attn: Ann
#1016110

STATE OF OREGON: COUNTY OF KLAMATH:ss
 I hereby certify that the within instrument was received and filed for record on the 16th day of March A.D., 19 84 at 4:06 o'clock P.M. and duly recorded in Vol M84, of Deeds on page 4362.

Fee: \$ 8.00

EVELYN BIEHN, COUNTY CLERK
 by: *[Signature]* Deputy