

98879

16214

7864

Gerald W. Hamilton and/or wife Gloria L. Hamilton
 buyers) do hereby agree to pay to James A. Martin
 and/or wife Carla M. Martin (sellers) the sum
 of \$45,000.00 (forty five thousand dollars). \$10,000.00
 (ten thousand dollars) down payment, in the form
 of a 1973 27' Pace Arrow Motor Home -
 vehicle ID. number - L030 233 54218 License number H914151
 title number 8028841951 - with a balance of \$35,000.00
 (thirty five thousand dollars) at no interest, with
 \$200.00 (two hundred dollars) monthly payments, beginning
 May 10-1981. If payment is 90 days delinquent,
 sellers may foreclose on property. The balance is
 payable and negotiable at any time for the
 described real property - Lot 12 - Block 37 - First
 Addition of Klamath Forest Estates -
 Tax account number 3510 2600 3800 000 - and all
 existing buildings. In the event of the death
 of both buyers, their daughters, Renee Hamboe
 and/or Glorise Jackson (Hamilton) have 90 days
 option of paying off the contract on said property.
 If not, said property goes back to sellers.
 In the event of the death of both sellers, 20,
 Raymond L. Martin will receive the payments.

Buyers - Gloria L. Hamilton Gerald W. Hamilton date 4-10-81

Sellers - Carla M. Martin James A. Martin date 4-10-81

Witness - E. M. Duvings Renee M. Hamboe date 4-10-81
 P.O. Box 31, Sprague River, OR 97639
 P.O. Box 53, Sprague River, OR 97639
 Rel: Gerald Hamilton
 Star R: 2
 Box 547
 Chiloquin, OR

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 9th
 of September A.D., 19 86 at 8:50 o'clock A.M., and duly recorded in Vol. M86
 of Deeds on Page 16212

FEE \$13.00

Evelyn Biehn, County Clerk
 By _____

LANDLORD'S(S) AGREEMENT AND WAIVER

PREMISES: 5136 South 6th Street Klamath Falls, OR #226
as more fully described on Schedule "B" attached hereto.
LESSEE: Motel 6, Inc.

The undersigned Landlord(s) ("Landlord(s)") is (are) the sole record owner(s) of the Premises identified and briefly described above.

The Lessee has applied to Dart & Kraft Financial Corporation, 2211 Sanders Road, Northbrook, Illinois 60062, for a lease ("Lease") of certain equipment ("Equipment") more fully described in Schedule "A" attached hereto. Lessee intends to locate the Equipment on the Premises identified above. Lessor is willing to enter into said Lease only if Landlord(s) subordinate(s) and waive(s) as to the Lessor any claims, demands, or rights Landlord(s) may have or hereafter acquire with respect to the Equipment.

To enable Lessee to lease said Equipment, locate the Equipment on the Premises and obtain the benefits thereof and therefrom, the Landlord(s), intending to be legally bound, agree(s) as follows:

1. Landlord(s) certify(ies) that it is (they are) the sole record owner(s) of the Premises free and clear of all mortgages, trust deeds, liens or other encumbrances which might affect the Equipment, except the following:

KLAMATH FIRST FEDERAL SAVINGS, 540 MAIN ST
Lienholder's Name Street
KLAMATH FALLS OREGON 1ST TRUST MORTGAGE
City County State Type of Lien

2. Any and all liens, claims, demands or rights including, but not limited to the rights to levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract, which Landlord(s) now has (have) or may hereafter acquire on or in any of the Equipment presently and hereafter leased to Lessee are hereby waived as to Lessor and shall be subordinate and inferior to the rights of Lessor with respect to the Equipment.

3. The Equipment shall at all times be considered to be personal property and shall not constitute fixtures or become a part of the aforementioned Premises notwithstanding the fact that any part of the Equipment may be resting upon, imbedded in or attached to the Premises by means of cement, plaster, nails, bolts, screws or otherwise. Lessor may at all reasonable times enter upon the Premises to inspect and/or to remove the Equipment, in whole or in part, or to auction the Equipment in place, provided, however, that Lessor will reimburse the Landlord(s) for reasonable costs of repair for any damage done to the Premises as a result of said removal. Nothing herein or elsewhere shall be deemed to prevent Lessor from abandoning to Landlord(s), any mortgagee, trustee, lienholder or to the Lessee any part of or all the Equipment which cannot, in the opinion of Lessor, be economically removed from the Premises.

4. Landlord(s) will immediately reimburse Lessor for all costs and expenses, if any, including reasonable attorneys' fees, incurred by Lessor to secure its rights as against Landlord(s)' pursuant to this Landlord's(s)' Agreement and Waiver.

5. Landlord(s) will give Lessor a reasonable time, but in any event not less than forty-five (45) days after written notice to Lessor at the address specified hereinbelow (or as hereafter changed by Lessor), to remove or abandon said Equipment:

DART & KRAFT FINANCIAL CORPORATION
2211 Sanders
Northbrook, Illinois 60062

6. Landlord(s) will notify any purchaser of said Premises and any subsequent mortgagee, trustee and beneficiary under a deed of trust or other encumbrance, or lienholder of the existence of this Landlord's(s)' Agreement and Waiver.

7. This Landlord's(s)' Agreement and Waiver is signable by Lessor with said Lease and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord(s) and shall inure to the benefit of the successors and assigns of Lessor.

8. This Landlord's(s)' Agreement and Waiver may be recorded by the Lessee and/or the Lessor. If not attached, Landlord(s) will promptly provide Lessor the legal description of the Premises to be attached as Exhibit B hereto. Upon removal or abandonment of the Equipment by Lessor, Lessor will, upon written request of any interested party, execute a release of its rights herein provided.

In WITNESS WHEREOF, the undersigned has (have) executed this Landlord's(s)' Agreement and Waiver this 3-6 day of March, 1986.

Landlord(s)"

ELI LURIA
OWNER

Attest:

Accepted:

Dart & Kraft Financial Corporation

(Print Name and Title)

86 SEP 9 AM 9 27

04 12 25

EXHIBIT A

16216

All equipment sold by AT&T Information Systems Inc. to Dart & Kraft Financial Corporation pursuant to Master Agreement B-108728 and related agreements thereto (purchase agreement). Said equipment shall include, but shall not be limited to, Dimension Prelude Hospitality PBX Systems, personal computers, printers, Message Waiting Touch Tone Telephones and all accessories and components of said equipment.

A tract of land in Lots 3, 4, 5 and 11 of Kielsmeier Acre Tracts, a plat of record in Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at a point in Lot 4 which is North $89^{\circ} 53' 55''$ West 130.00 feet and South $00^{\circ} 12' 15''$ West 10.00 feet from the Northeast corner of said Lot 5, said point being on the Southerly right-of-way line of South Sixth Street; thence South $00^{\circ} 12' 15''$ West, parallel with the East line of said Lot 4, a distance of 15.51 feet; thence South $45^{\circ} 00' 00''$ East a distance of 154.01 feet to the South line of said Lot 4, a distance of 154.01 feet to the South line of said Lot 11; thence North $89^{\circ} 52' 00''$ West along said line a distance of 172.00 feet; thence North $00^{\circ} 12' 15''$ East a distance of 104.00 feet to the North line of said Lot 11; thence South $89^{\circ} 52' 00''$ East along said North line a distance of 25.05 feet to a point North $89^{\circ} 52' 00''$ West 30.00 feet from the Southeast corner of said Lot 3; thence North $00^{\circ} 12' 15''$ East, parallel with and 30 feet Westerly of the Easterly line of said Lot 3, a distance of 250.87 feet to a point on the Southerly right-of-way line of said South Sixth Street; thence South $89^{\circ} 53' 55''$ East, 141.95 feet to the Point of Beginning, containing 54,740 square feet, with the bearings based on the record of survey No. 1852.

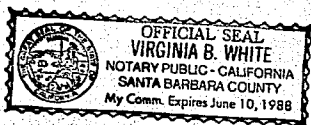
NOTARY AND ACKNOWLEDGMENT FORM

16218

☐ STATE OF California) ss.
COUNTY OF Santa Barbara)

On this 6th day of March, 19 86, before me
personally appeared Eli Luna, known to me to be
the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me
that he executed the same.

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



[Signature]
Notary Public, State of

Acknowledgment—General (Individual)

☐ STATE OF _____) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me
personally appeared _____, known to me to be
one of the partners of the partnership that executed the within instrument, and acknowledged to
me that such partnership executed the same.

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

Notary Public, State of

Acknowledgment—Partnership

☐ STATE OF _____) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me
personally appeared _____, known to me to be
the _____ of the Corporation
described in and that executed the within instrument, and also known to me to be the person who
executed the within instrument on behalf of the Corporation therein named, and acknowledged to me
that such Corporation executed the same as its free and voluntary act and deed pursuant to the resolu-
tion of its Board of Directors.

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

Notary Public, State of

Acknowledgment—Corporation

G115, 10/87

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of September A.D., 19 86 at 9:27 o'clock A M., and duly recorded in Vol. M86
of _____ Deeds on Page 16215

FEE \$17.00

By Evelyn Blehn, County Clerk
[Signature]