

This agreement made and entered into on the 4th day of September, 19 87, by and between **WESTERN BANK**, (hereinafter called the "Secured Party") and

James William Kerns, a Partner in Kerns Bros. Real Estate (hereinafter called "Landlord" or "Mortgagee").

1. The Landlord or Mortgagee hereby agrees that the Secured Party may remove now or hereafter the following described personal property:

All inventory, raw materials, work in process, equipment, or materials used or consumed in Debtor's business, whether now owned or hereby acquired, and all products thereof, whether in possession of the Debtor, warehouseman, bailee, or any other person.

from the following described premises:

Lot 3 and that portion of Lot 2 in Block 1 of Kerns Tracts, described as follows: Beginning at the Southwest corner of Lot 2; thence North along the Westerly line of Lot 2 a distance of 60 feet to a point; thence Easterly and parallel to the Southerly line of said Lot 2 a distance of 267.34 feet to a point; thence South parallel to the westerly line of said Lot 2 a distance of 60 feet to the southerly line of said Lot 2; thence westerly along said southerly line to the point of beginning.

located in the City of Klamath Falls, State of Oregon

2. The Landlord or Mortgagee agrees that the personal property described will remain personal property even though it may be affixed to or placed in, under or upon the premises.
3. The Landlord or Mortgagee hereby waives any right, title, claim, or interest in the above described personal property by reason of said personal property being attached to, resting upon or under the premises, and hereby grants the Secured Party permission to remove the personal property from the premises at any reasonable time. The Secured Party will not be liable for the condition of the premises after removal of the personal property so long as reasonable care is used in effecting such removal.
4. All of the terms and conditions of this waiver agreement shall be binding on and inure to the benefit of the parties, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this waiver agreement on the day and year first written above.

LANDLORD OR MORTGAGEE

WESTERN BANK

By James William Kerns
Authorized Signature

By C. Marshall
Authorized Signature

STATE OF OREGON Klamath County ss:

On this 4th day of September, 19 87, personally appeared the above named James William Kerns and acknowledged the foregoing instrument to be his voluntary act and deed.

My commission expires:

2-9-90

Before me

Caroline H. Marshall
Notary Public for Oregon

TPL-50 6/87
Retention - 3 Yrs. After Closure

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 21st day of September A.D., 19 87 at 9:29 o'clock A M., and duly recorded in Vol. M87 of Mortgages on Page 17087

FEE \$5.00

Evelyn Biehn, County Clerk
By Sam Smith

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Let Western Bank
Box 669
HFB
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