

86657

WAIVER OF LANDLORD OR MORTGAGEE

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This agreement made and entered into on the 15th day of April, 19 88, by and between WESTERN BANK, (hereinafter called the "Secured Party") and SYCAN RIVER RANCH, a partnership (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:

1977 Bendix Cozy, 14x66 Mobile Home S# K1466SB0684A

from the following described premises:

T35S, R12E, S22, NE $\frac{1}{4}$, SE $\frac{1}{4}$ at the intersection of the main entrance road and road leading north to Well #1, The two acre parcel which is part of the premises being leased, and upon which the mobile home shall be located, is described as follows:

Approximately two acres to start at the intersection of the main entrance road and north spur road to Well #1, extending 300 feet north along said spur road to north end of driveway and 270 feet east along said main road to fenceline corner, then continuing North along fenceline to a point due east of the intersection with the north spur road and driveway.

Well #1. T35S, R12E, S22, NW $\frac{1}{4}$, SE $\frac{1}{4}$ approximately 1,400 feet west then 2,300 feet north of southeast corner of section 22, depth 956 feet.

Well #2. T35S, R12E, S26, SW $\frac{1}{4}$, NW $\frac{1}{4}$ 1,300 feet south then 400 feet east of northwest corner of Section 26, depth 570 feet. Well #3: T35S, R12E, S27, NW $\frac{1}{4}$, NW $\frac{1}{4}$ 1,100 feet east then 1,000 feet south of northwest corner of Section 27, depth 794 feet.

located in the City of Klamath County of Klamath 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
SYCAN RIVER RANCH, A PARTNERSHIP
By [Signature]
Authorized Signature

WESTERN BANK

By [Signature]
Authorized Signature

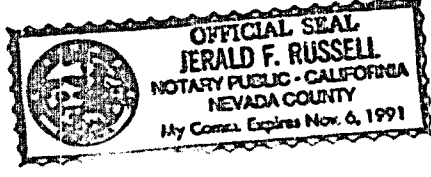
STATE OF CALIFORNIA

COUNTY OF NEVADA

ss.

On this 18 day of APRIL, in the year 1988, before me, JERALD F. RUSSELL, a Notary Public, State of California, duly commissioned and sworn, personally appeared WM. J. PENNOLA, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the STATE OF CALIFORNIA County of SACRAMENTO on the date set forth above in this certificate.



[Signature]
Notary Public, State of California
My commission expires _____

WESTERN BANK

P.O. Box 1438
Cocles Bay, Oregon 97420-0330

wledgement to Notary Public —

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 25th day of April, A.D., 19 88 at 12:22 o'clock P.M., and duly recorded in Vol. NBS of Mortgages on Page 6505.

Evelyn Biehn

By Bernetha A. Hetsch

County Clerk

FEE \$5.00