

# WAIVER OF LANDLORD OR MORTGAGEE

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86026

This agreement made and entered into on the 29th day of April, 1988, 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:

1979 Silvercrest Chalet, Serial No. ABCD4SC 7680R

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 ~~CLATSOP~~ 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]

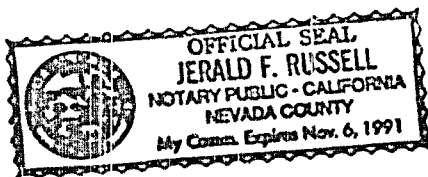
Authorized Signature

Return To: Western Bank, Loan Center

P.O. Box 1438  
Coos Bay, OR 97420

STATE OF CALIFORNIA

COUNTY OF NEVADA



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. Pendola, Jr., 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 NEVADA on the date set forth above in this certificate.

WESTERN BANK

By [Signature]

Authorized Signature

I.L. Officer

My commission expires \_\_\_\_\_

Cowdery's Form No. 32 — Acknowledgement to Notary Public —

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 2 day of May, A.D., 19 88 at 2:36 o'clock P.M., and duly recorded in Vol. M88 of Mortgages on Page 6943.

Evelyn Biehn

County Clerk

By [Signature]

FEE \$5.00