

88766

WAIVER OF LANDLORD OR MORTGAGEE

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This agreement made and entered into on the 27th day of June, 1988, by and between WESTERN BANK, (hereinafter called the "Secured Party") and DDG PROPERTIES, INC. (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, equipment, furniture and fixtures.

from the following described premises: Lot 2 Block 94, North ½ Lot 1 Block 94, S ½ Lot 1, Block 94 Klamath Addition to the City of Klamath Falls, Klamath County, Oregon

5. If removal of personal property is necessary, said premises will be left in as good as condition as found upon entry. Landlord will be notified if entry is necessary.

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
DDG PROPERTIES, INC.

BY

Jack C. Prock
Authorized Signature
Return to: Western Bank
P. O. Box 669
Klamath Falls, OR 97601

STATE OF OREGON Klamath County ss: June, 1988

On this 27th day of June

Jack C. Prock
his voluntary act and deed.

My commission expires:

2-26-91

WESTERN BANK

By

Donna R. Henry
Authorized Signature

Before me: Donna R. Henry
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 30 day
of June A.D., 1988 at 12:50 o'clock P. M., and duly recorded in Vol. M88
of Mortgages on Page 10242
By Evelyn Biehn County Clerk
Shirley M. Mendenhall

FEE \$8.00

88 JUN 30 PM 12 50