

90248

CONSENT & WAIVER BY OWNER,
LANDLORD OR MORTGAGEE OR REAL ESTATE

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1. For good and valuable consideration, receipt of which is hereby acknowledged,
Jefferson Square Mall

of 2848 ES South Sixth Street

(NAME)
Klamath Falls

(CITY OR TOWN)
Klamath

(COUNTY)
OR

(NO. OF STREET)
(herein "Undersigned"), being owner

(landlord) (mortgagee) of certain real estate known as 2848 R. South Sixth

(STREET NO.)
Klamath Falls

(CITY OR TOWN)

KLAMATH

(COUNTY)

OR

(STATE)

~~XXXXXX~~ said premises now being occupied by Ruddock Enterprises
a partnership dba Dave's Jewelry, (herein "Occupant,") and said Occupant having
~~XXXXXX~~ (agreed to lease) ~~XXXXXX~~ from General Leasing Co. (herein "General"), under a lease

~~XXXXXX~~ (herein the "Instrument") dated the day of _____

19____, the following personal property (herein "General's Equipment"):

SEE ATTACHED

does hereby agree that General's Equipment may be affixed to the above-described real estate and that General's Equipment is to remain personal property notwithstanding the manner in which it is affixed to the said real estate and that title thereof shall remain in General, its legal representatives, successors, agents or assigns until such time as it is conveyed, by General to other parties.

2. This agreement shall also apply to any of General's Equipment which is already on the premises, or which is hereafter delivered or installed thereon, and any of General's Equipment which is, or which hereafter becomes subject to the aforementioned Instrument.

3. Undersigned waives each and every right which Undersigned now has or may hereafter have under state laws or by the terms of any real estate lease or mortgage now in effect or hereafter executed by Undersigned or said Occupant to levy or distrain upon for rent, in arrears, in advance or both, or to claim or assert title to General's Equipment.

4. Undersigned recognizes and acknowledges that any claim or claims that General has or may hereafter have against General's Equipment by virtue of the Instrument is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to General's Equipment by statute, agreement or otherwise.

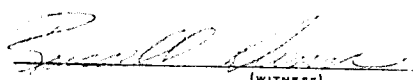
5. It is further agreed that General or its assigns or agents may remove General's Equipment from the above-described premises whenever General feels it is necessary to do so to protect its interest and without liability or accountability to the Undersigned therefor.

6. General may, without affecting the validity of this agreement, extend the times of payment of any indebtedness of Occupant, to General or alter the performance of any of the terms and conditions of the Instrument, without the consent of Undersigned and without giving notice to Undersigned.

7. This agreement shall inure to the benefit of the successors and assigns of General and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned.

IN WITNESS WHEREOF, the Undersigned has set his hand and seal, or caused its seal to be affixed this 22nd
day of February, 1988.

(Corporate Seal)



(WITNESS)

Jefferson Square Mall

(TYPED NAME OF CORPORATION, PARTNERSHIP, OR PROPRIETORSHIP)

By

FRED EAHLEERS

(TYPED NAME OF SIGNATORY AND TITLE)

"A SCHEDULE OF EQUIPMENT ATTACHED TO AND MADE PART OF A CERTAIN LEASE
DATED _____ BY AND BETWEEN GENERAL LEASING CO. AS
LESSOR AND Ruddock Enterprises a partnership dba Dave's Jewelry
AS LESSEE."

ACKNOWLEDGED:

BY: *David A. Ruddock*

Officer signing lease

DATE: 2-21-88QUANTITY

1

DESCRIPTION

6000 Custom built kiosk consisting of:
5-1600 A style cases
1-4600 A style cases
4X-34" square towers
1-Overhead unit
holding lights

ON FEBRUARY 22, 1988 PERSONALLY APPEARED BEFORE ME DAVID A. RUDDOCK

David A. Ruddock

NOTARY PUBLIC

COMMISSION EXPIRES 2/1/91

KLAMATH COUNTY OREGON

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On FEB 22 1988, before me, the undersigned,
a Notary Public in and for said State, personally appeared
RUSSELL DOWNS personally known to me to
be the person whose name is subscribed to the within Instrument,
as a Witness thereto, who being by me duly sworn, deposes and
says: That HE resides in Bellevue WA
and that HE was present and saw FRED EATERS
personally known to HE to be the same person described in and
whose name subscribed to the within and annexed Instrument as the
party thereto, execute and deliver the same, and HE acknowledged
to said affiant that FRED EATERS executed the same
and that said affiant subscribed HIS name thereto as a Witness.

WITNESS my hand and official seal.

Return: General Leasing Co.
P.O. Box 3926
Bellevue, Wa. 98009

Ben Benson
Ben Benson
Notary Public in and for said State

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of General Leasing Co. the 11th day
of Aug A.D. 19 88 at 11:14 o'clock A.M., and duly recorded in Vol. M88
of Mortgages on Page 12936
By Evelyn Biehn County Clerk

FEE \$13.00