

This agreement made and entered into on the 27th day of September, 19 88, by and between WESTERN BANK, (hereinafter called the "Secured Party") and

*** KENNETH M. PADACH M.D. ***

(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 and equipment now owned or hereafter acquired.

All furniture and fixtures now owned or hereafter acquired.

from the following described premises:

Parcel 1: Lot 1, Block 6, PLEASANT VIEW TRACTS, In the County of Klamath State of Oregon, Excepting therefrom the East 105 feet and also excepting therefrom that portion in the State Highway Right of Way Boundary as set forth in Final Judgement filed April 26, 1965 in Case No. 64-96L, Circuit Court of the State of Oregon for Klamath County.

Parcel 2: Lot 2, in Block 6 as shown on the map entitled PLEASANT VIEW TRACTS, filed in the office of the County Clerk, Klamath County, Oregon. Excepting therefrom that portion thereof for the widening of Gary Street Recorded June 25, 1965 in Volume 362, Page 460, Klamath County Deed Records.

Suite 211, area of 720 sq. ft. located on the second floor northwest corner of building known as Century Square at 4509 South Sixth Street, Klamath Falls, OR 97603.

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

By Lew Dodson
Authorized Signature

WESTERN BANK

By Jaw Burcusa
Authorized Signature

Return To: Western Bank
P.O. Box 669

STATE OF OREGON Klamath County ss: Klamath Falls, OR 97601

On this 10th day of October, 19 88, personally appeared the above named Lew Dodson and acknowledged the foregoing instrument to be his voluntary act and deed.

My commission expires:

2-26-91

Before me:

Jaw Burcusa
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 12th day of Oct., A.D., 19 88 at 11:31 o'clock A.M., and duly recorded in Vol. M88 of Mortgages on Page 17130.

Evelyn Biehn County Clerk

FEE \$8.00

By Pauline Mullendare

88 OCT 12 AM 11 31