

98847

K-40847
WAIVER OF LANDLORD OR MORTGAGEEVol. m89 Page 5819

This agreement made and entered into on the 31st day of March, 19 89, by and between WESTERN BANK, (hereinafter called the "Secured Party") and * * * WRAY 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:

~~1968 Oldsmobile Cutlass Supreme 441 cc V6 10055109482~~

MFV
NLS
WBSW

from the following described premises:

A parcel of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin which is located North 89°52' West 30.00 feet from the East quarter corner of Section 26, and is also the intersection of the Homedale West right of way and the East-West center of Section 26, thence South 00°16' West 883.57 feet along the West right of way of Homedale Road to a 5/8 inch pin; thence West 421.54 feet to a 5/8 inch iron pin which is also the East right of way of 1-C Drain; thence North 00°25'45" West 326.91 feet along the East right of way of 1-C Drain to a 5/8 inch iron pin; thence North 19°48' West 593.20 feet along the East right of way to a 5/8 inch iron pin, which is also the intersection of the East right of way 1-C Drain and the East-West centerline of Section 26; thence South 89°52' East 629.05 feet along the East-West center line of Section 26 to the point of beginning.

located in the City of Klamath Falls, State of Oregon

- 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.
- 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.
- 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
WRAY PARTNERSHIP

RETURN TO: WESTERN BANK

WESTERN BANK

P.O. Box 669

Klamath Falls, OR 97601

By Michael Barnes Managing Partner
Authorized Signature

By

Authorized Signature

Nancy Lee Dey

Mark Forbes Wray

STATE OF Oregon, Washington, Skagit County ss:

On this 3rd day of April, 19 89, personally appeared the above named _____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

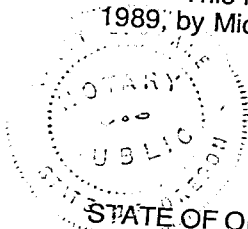
My commission expires: _____

Before me:

Notary Public for Oregon

STATE OF OREGON)
County of Klamath) ss.

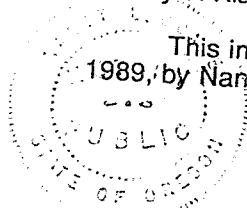
This instrument was acknowledged before me on the 16th day of April, 1989, by Michael Barnes Wray as a partner of Wray Partnership.



Nancy L. Deane
Notary Public for Oregon
My Commission expires: 11-1-91

STATE OF OREGON)
County of Klamath) ss.

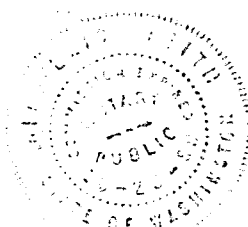
This instrument was acknowledged before me on the 31st day of March, 1989, by Nancy Lee Dey as a partner of Wray Partnership.



Nancy L. Deane
Notary Public for Oregon
My Commission expires: 11-1-91

STATE OF WASHINGTON)
County of Skagit) ss.

This instrument was acknowledged before me on the 3rd day of April, 1989, by Mark Forbes Wray as a partner of Wray Partnership.



Miss Leigh Keith
Notary Public for Washington
Residing at: Anacortes
My Commission expires: 10-28-89

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Klamath County Title Co.
on this 6th day of April A.D. 19 89
at 4:03 o'clock P.M. and duly recorded
in Vol. M89 of Mortgages Page 5819
Evelyn Biehn
County Clerk
By Darius Mulendare
Deputy.

Fee, \$13.00