

This agreement made and entered into on the 24th day of May, 1989, by and between WESTERN BANK, (hereinafter called the "Secured Party") and

E & S INVESTMENT COMPANY
(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 equipment, furniture, and fixtures of Jan Negrevski now or at any time hereafter acquired, including but not limited to supplies, chairs, cabinets, shampoo chairs and sinks, located or installed on the land or in the improvements at 815 Main Street, Klamath Falls, OR 97601.

from the following described premises:

Those certain premises located in the building erected on the westerly 10 feet of lot 2 and all of lot 3, block 14 of Original Town of Klamath Falls, Klamath County, Oregon also known as 815 Main Street, which contains approximately 1250 square feet and is situated approximately in the center of the building, on the ground floor, for use by Lessee as a hair styling salon and related uses.

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
E & S Investment Company

By G.O. Erlandson Agent
G.O. Erlandson Authorized Signature

By Ernest R. Sessom Agent
Ernest R. Sessom

STATE OF OREGON Klamath County ss:

On this 24th day of May, 1989, personally appeared the above named
* G.O. ERLANDSON & ERNEST R. SESSOM *
their voluntary act and deed and acknowledged the foregoing instrument to be

My commission expires:
10-22-90

WESTERN BANK

By C. Marshall Loan Officer
C. Marshall Authorized Signature

Before me:

Carroll Cook
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 30th day of May, A.D., 19 89 at 9:47 o'clock A.M., and duly recorded in Vol. M89 of Mortgages on Page 9290

Evelyn Biehn County Clerk

By Pauline Mullendare

FEE \$8.00

Return: Western Bank

P.O. Box 699, Klamath Falls, Or. 97601

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