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

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

Christina Smith, Trustee Co of 2432 Carolina Avenue

Mary E. Nelson Trust  
Redwood City

XX CA. (herein "Undersigned"), being owner

(landlord) (mortgagee) of certain real estate known as 2135 S. 6th Street

Klamath Falls

Klamath

OR

said premises being described on Exhibit A attached hereto, said premises now being occupied by  
O.C. Webb - Bowen, Inc.

XXXXXX (agreed to lease) from General Leasing Co. (herein "General"), under a lease

(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 20th  
day of June, 1989

(Corporate Seal)

Christina Smith, Trustee Co

(TYPED NAME OF CORPORATION, PARTNERSHIP, OR PROPRIETORSHIP)  
By Christina Smith

Christina Smith, Trustee Co, Mary E. Nelson Trust  
(TYPED NAME OF SIGNATORY AND TITLE)

(WITNESS)

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