

13127

WAIVER OF LANDLORD OR MORTGAGEE

This agreement made and entered into on the 22nd day of March, 19 90, by and between WESTERN BANK, (hereinafter called the "Secured Party") and

Russell J. Walsh & Edith G. Walsh.
(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 crops; whether owned now or acquired later; whether now existing or hereafter born or grown; all accessions, additions, replacements, payments for participation in any state or federal farm programs, and substitution (including rights under Commodity Credit Corp. programs, ASCS, payment in kind, or any other general intangibles or programs); all records of any kind relating to any of the foregoing; all proceeds (including insurance and accounts proceeds) of Bart A. Fleming and Pamela K. Fleming.

from the following described premises:
SEE ATTACHED EXHIBIT "A".

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.
Send to: Western Bank P.O. Box 669 Klamath Falls, OR 97601

LANDLORD OR MORTGAGEE

By Russell J. Walsh
Authorized Signature

By: Edith G. Walsh
Edith G. Walsh

STATE OF OREGON, County ss: Klamath

On this 28th day of March, 19 90, personally appeared the above named RUSSELL J. WALSH & EDITH G. WALSH * *

and acknowledged the foregoing instrument to be a voluntary act and deed.

My Commission Expires 7-9-93

WESTERN BANK

By Donna R. Henry
Authorized Signature
Donna R. Henry

19 90, personally appeared the above named

and acknowledged the foregoing instrument to be

Before me: Shanna Berg
Notary Public for Oregon

'90 APR 4 PM 2 30

EXHIBIT "A"

3 1/2 NW 1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 4th day
of April A.D., 19 90 at 2:30 o'clock PM., and duly recorded in Vol. M90
of Mortgages on Page 6164.

FEE \$13.00

Evelyn Biehn County Clerk

By Deanne Mulender

Return: Western Bank
P.O. Box 669
Klamath Falls, Or. 97601