

*This agreement made and entered into on the 22nd day of March, 1990, by and between WESTERN BANK, (hereinafter called the "Secured Party") and

Ethel M Culver

(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 "E".

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

Ethel M Culver WESTERN BANK

By Ethel M Culver
Ethel M. Culver Authorized Signature

By Donna R. Henry
Donna R. Henry Authorized Signature

STATE OF OREGON Klamath County ss:

On this 22nd day of March, 1990, personally appeared the above named ETHEL M. CULVER * * * and acknowledged the foregoing instrument to be

HER voluntary act and deed.

My commission expires:

7-9-93

Before me:

Shanna Berg
Notary Public for Oregon

EXHIBIT "E"

Beginning at the one-quarter corner common to Section 25, Township 39 South; Range-9 East Willamette Meridian, and Section 30, Township 39 South; Range 10 East Willamette Meridian, and running thence North $0^{\circ}29'$ East 945.2 feet along the range line which marks the centerline of the Klamath Falls-Merrill Highway; thence South $89^{\circ}31'$ East 450 feet along the Southerly line of the Henley School property; thence North $0^{\circ}29'$ East 424.47 feet along the East line of said school property to a fence line; thence East 1739.43 feet along the said fence line to the Northwestern right of way of the U.S.R.S South Branch canal; thence South $13^{\circ}57'$ West 312.0 feet along said right of way line; thence southwesterly along said right of way line which is the arc of a circle of which the radius is 1357.69 feet a distance of 579.2 feet; thence South $38^{\circ}27'$ West 679.3 feet along said right of way line to the South line of the Northwest quarter of said Section 30; thence Westerly 1437.73 feet to the point of beginning; and being also described as all of Vacated Henley Acres.

Also, all of that part of Northwest quarter of Southwest quarter of Section 30, Township 39 South, Range 10 East Willamette Meridian lying Northeasterly of the Railroad right of way and northwesterly of the U.S.R.S. South Branch Canal, excepting the approximately one acre in the Northwestern corner thereof, heretofore conveyed by grantors to grantees and described as follows:

Beginning at the intersection to the Northerly line of Northwest quarter of Southwest quarter of said Section 30 and the Easterly right of way line of the Klamath Falls-Merrill Highway, and running thence Easterly along the North line of said subdivision 200 feet; thence Southerly at right angles 200 feet; thence Westerly at right angles and parallel to the North line of said subdivision 200 feet to the Easterly line of said highway right of way; thence Northerly along said highway right of way line 200 feet to the point of beginning.

All subject to contract and/or lien for irrigation and/or drainage; and easements and rights of way of record and those apparent on the land and to taxes and assessments for fiscal year commencing July 1, 1952.

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 6169.

FEE \$13.00

Evelyn Biehn . County Clerk

By Pauline Mullins