

13802

WAIVER OF LANDLORD OR MORTGAGEE

Vol. 290 Page 7363

This agreement made and entered into on the 29th day of September, 1989, by and between WESTERN BANK, (hereinafter called the "Secured Party") and

Frank P. Drew and Virginia M. Drew
(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 furniture, fixtures equipment and inventory of Fabrics & Things now owned or hereafter acquired.

from the following described premises:

2809 South Sixth Street, Klamath Falls, Oregon 97601

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

By Frank P. Drew Virginia M. Drew
Authorized Signature

WESTERN BANK

By [Signature]
Authorized Signature

STATE OF OREGON Klamath County ss:

On this 12th day of October, 1989, personally appeared the above named

Frank P. and Virginia M. Drew

their voluntary act and deed.

My commission expires:

11/12/91

Before me:

Barbara L. Raup
Notary Public for Oregon

EXHIBIT "A"

A piece or parcel of land in the NW 1/2 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Commencing at the section corner marking the Northwest corner of the said Section 3, Township 39 South, Range 9 East of the Willamette Meridian, and running thence South $0^{\circ} 00' 1/2''$ East along the Westerly boundary of the said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Dalles-California Highway, also known as South Sixth Street, as the same is now located and constructed; thence South $55^{\circ} 52' 1/2''$ East, along said parallel line 1166.2 feet to the true point of beginning of this description; running thence South $55^{\circ} 52' 1/2''$ East along said parallel line 50 feet; thence North $34^{\circ} 07' 1/2''$ East 175.0 feet; thence North $55^{\circ} 52' 1/2''$ West along a line parallel with said highway center line 50 feet; thence South $34^{\circ} 07' 1/2''$ West 175.0 feet, to the said point of beginning.

PROPERTY LOCATED AT: 2889 So. 6th St., Klamath Falls, OR

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 20th day
of April A.D., 19 90 at 11:19 o'clock AM., and duly recorded in Vol. M90
of Mortgages on Page 7363.

FEE \$13.00

Evelyn Biehn County Clerk

By Douglas Mullendore

Return: Western Bank
P.O. Box 4370
Medford, Or. 97501