

17828

WAIVER OF LANDLORD OR MORTGAGEE

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This agreement made and entered into on the 10th day of April, 1990, by and between WESTERN BANK, (hereinafter called the "Secured Party") and Curtis Newkirk (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, farm equipment and machinery, farm supplies and other farm products, now owned or hereafter acquired, and all accounts and general intangibles arising from or relating to, the production and sale or other disposition of collateral. All payments in cash or in kind which may be made to Debtor by any person, entity or government agency as a result of any acreage allotment or set aside program. OF Woodley Brothers Farms; Noel and Virginia Woodley; and Rick and Linda Woodley.

from the following described premises:

2 miles west of Malin, OR on the Malin/Merrill Hwy. on the South side of the Hwy. 14 acres (potatoes).

Township-41
Range 12 E.W.M.
Section 18
NW $\frac{1}{2}$ of the SW $\frac{1}{4}$
of the SW $\frac{1}{4}$

located in the City of _____ 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 Curtis Newkirk
Curtis Newkirk
Authorized Signature Newkirk

WESTERN BANK

By Stephen Fulton
Stephen Fulton
Authorized Signature Fulton

STATE OF OREGON Klamath County ss:

On this 10th day of April, 1990, personally appeared the above named _____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

My commission expires: 3-20-1992

Before me: Shirley Mc Culley
Notary Public for Oregon

TPL-60 6/87
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 20 day of July, A.D., 1990 at 11:36 o'clock a M., and duly recorded in Vol. M90 on Page 14471 of Mortgages

FEE 8.00

Evelyn Biehn
By Bernetha A. Dutoch County Clerk

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