

7830

WAIVER OF LANDLORD OR MORTGAGEE Vol. 1790 Page 14473

This agreement made and entered into on the 10th day of April, 1990, by and between **WESTERN BANK**, (hereinafter called the "Secured Party") and **Ned Goecken**

(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 North side of the Hwy. 38 acres (potatoes) and 116 acres (grain).

Township - 41

Range 12 E.W.M.

Section 18

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ &

SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ &

SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ &

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

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 Ned V. Goecken Authorized Signature

WESTERN BANK

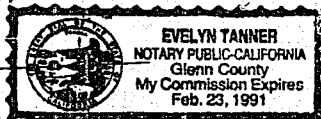
By Stephen J. Fulton Authorized Signature

STATE OF CALIF Glenn County ss:

On this 16th day of April, 1990, personally appeared the above named Ned V. Goecken and acknowledged the foregoing instrument to be his voluntary act and deed.

My commission expires:

Feb. 23, 1991



Before me:

Evelyn Tanner
Notary Public for Glenn CALIF.

ADDITIONAL NOTES TO BE ADDED TO AND 36
BECOME PART OF WAIVER AGREEMENT JUL 20 AM 11 36

1300
c/c

14474

Ned V. Goecken, D.V.M.
Route 1, Box 1239
Orland, California 95963

(916) 865-9029

April 16, 1990

These notes are to be added to and become part of the Waiver of Landlord or Mortgagee between Western Bank (secured party) and Ned V. Goecken (Landlord).

1. Upon receipt of rent by Landlord, Landlord agrees to secured party's right to exercise rights described in Section 1 of Waiver of Landlord agreement.
2. Secured party recognizes personal property other than that of the Woodley's may be on the leased premises described in Section 1 of Waiver of Landlord agreement. Those parties are Byrne, Gallup and Goecken.
3. Crops harvested to the account of secured party by other than Woodleys must observe all provisions of lease dated March 28, 1979, as to condition of premises, insurance and repairs.

LANDLORD

Ned V. Goecken

WESTERN BANK

Stephen Fulton

Stephen Fulton

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 20 day
of July A.D., 19 90 at 11:36 o'clock a M., and duly recorded in Vol. M90,
of Mortgages on Page 14473

FEE

13.00

Evelyn Bieh

By

County Clerk

Barbara H. Lettsch