

41852

Vol. 92 Page 4682

## WAIVER OF LANDLORD OR MORTGAGEE

This agreement made and entered into on the 27th day of February, 1992, by and between WESTERN BANK, (hereinafter called the "Secured Party") and Jean C. Rose, Trustee for the Harry B. Rose, Trust (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 Equipment, Farm Equipment, General Intangibles and Crops of Bernie and Pam Liskey Farms, Inc.

from the following described premises:

1. Tulalake, California, Siskiyou County: 44.0 48.1 FU B, Lying in Sec 28, T48N, R4E  
Comprising NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ . 4250 J-1A1  
Tulalake, California, Siskiyou County: 44.6 FU R, Lying in Sec 28, T48N, R 4 E  
Comprising S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , FU R, Lying in Sec 33, T 48N, R 4 E  
Tulalake, California, Siskiyou County: 68.1 71.3 FU E, Lying in Sec 33, T 48N, R 4 E  
Comprising SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; Lot 1. FU E, Lying in Sec 34, T 48, R 4 E, comprising Lot 3. 4307 J-1A  
Tulalake, California, Siskiyou County: 43.5 45.8 FU S, Lying in Sec 28, T 48 N,  
R 4 E comprising S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , FU S, Lying in Sec 33, T 48, R 4 E, comprising NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
Tulalake, California, Siskiyou County: 47.0 48.1 FU D, Lying in Sec 28, T 48 N,  
R 4 E comprising S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ . 4182 J-1A-2

located in the City of Tulalake, State of California

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 Jean C. Rose Authorized Signature

WESTERN BANK

By Stephen J. Sullivan Authorized Signature

Assistant Vice President/Branch Manager

STATE OF OREGON

On this 27th day of March

1992

at Rose

My commission expires: 5-26-92

voluntary act and deed.

County ss: Oregon

19 92 personally appeared the above named maech and acknowledged the foregoing instrument to be

Before me: Janet Lynn Thompson

Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank on March 27 at 12:56 o'clock P. M., and duly recorded in Vol. 92 on Page 4682

By Evelyn Biehn County Clerk

FEE \$10.00

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