

The undersigned has an interest in the following described real property:

A tract of land situated in the Southeast one quarter of Section 5, Township 39 South, Range 9 East of the Willamette Meridian

located in the County of Klamath, State of Oregon,  
Street Address: 1812 Greensprings Drive, Klamath Falls, Oregon ("the 'Property'").  
KLAMATH DISPOSAL, INC. ("Borrower") has applied to

United States National Bank of Oregon ("Bank") for a loan secured by the following described personal property to be located on the Property: All equipment, contract rights, chattel paper, documents and intangibles, all inventory and equipment now owned and hereafter acquired including, but not limited to, computer system and diskless work stations, and all hardware and software. All refuge haulers to include: 1991 Lowdal Refuge Hauler, S/N 1L9DE41B7MK006456, 1989 Lowdal Refuge Hauler, S/N 1L9CB45B1KK006089, and a 1989 Lowdal Refuge Hauler, S/N 1L9CB45B0KK006052 (the "Collateral").

To induce Bank to make a loan or loans to Borrower, secured by the Collateral, the undersigned waives and releases to Bank, its successors and assigns, all right, title and interest of the undersigned in the Collateral as it is now or hereafter located on the Property. The undersigned consents to the location of the Collateral upon the property and agrees that, regardless of the manner in which the Collateral is installed or affixed to the Property, the Collateral shall at all times be considered personal property and not fixtures of any kind. The undersigned authorizes Bank, its successors or assigns, to enter upon the Property and remove any of the Collateral, committing only such injury to the Property as may be necessary to effect removal. Bank shall not be required to remedy any such injury or compensate the undersigned therefor. Bank shall provide the undersigned ten (10) days written notice of its intent to remove any Collateral from the Property which shall be effective if sent by U.S. First Class Mail, postage prepaid, or hand-delivered to the undersigned at the address below.

The Collateral shall not be subject to (1) any Security Interest, Mortgage, Trust Deed, lien or other encumbrance; (2) any suit or action for non-payment of rent or any other debt now due or hereafter becoming due to the undersigned from the Borrower or any subsequent tenant; (3) or any suit or action for default under the terms of any real estate Mortgage, Trust Deed or Land Sale contract with respect to the Property. The undersigned shall pay to Bank on demand, together with interest at the same rate as that payable under the note secured by the Collateral, any and all expenses and costs (including legal expenses and attorneys' fees at trial and on any appeal) reasonably incurred or expended by Bank in any action or effort undertaken to free the Collateral from any such encumbrance, suit or action, or to enforce or construe any of the terms of this Release and Waiver.

This Release and Waiver shall remain in effect so long as Bank, its successors and assigns, shall have any interest in the Collateral by reason of a Mortgage, Trust Deed, Uniform Commercial Code Security Interest or otherwise, and shall be effective upon execution.

Dated: \_\_\_\_\_

ROBINSKI ENTERPRISES

Interested Party

After Recordation return to: U.S. Bank  
Southern Oregon Commercial Banking Center  
100 Main Street East, Suite B/P. O. Box 729  
Medford, Oregon 97501

P. O. Box 880

No. & Street

Klamath Falls,

City

OR

State

97601

Zip Code

STATE OF Oregon )  
County of Klamath ) ss. a

### INDIVIDUAL ACKNOWLEDGEMENT

On this 20 day of April, 1992, personally appeared before me \_\_\_\_\_  
to me known to be the individual(s) described in and who executed the foregoing Instrument, and acknowledged the foregoing instrument to be  
\_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

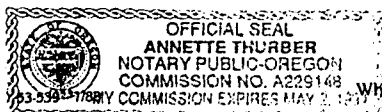
My commission expires: \_\_\_\_\_

STATE OF Oregon )  
County of Klamath ) ss. a

### PARTNERSHIP ACKNOWLEDGEMENT

On this 20 day of April, 1992, personally appeared Walter J. Wilipinski Jr.  
to me known to be the partner of Robinski Ent.  
the partnership that executed the foregoing instrument, and  
acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and  
on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 20 day of April, 1992



NOTARY PUBLIC in and for the State of Oregon

Residing at: 140 W. Main St. Klamath Falls, OR 97601

My commission expires: 5/2/94

White—Recordation Canary—Bank Copy Pink—Copy

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. National Bank the 7th day  
of May, A.D., 19 92 at 11:00 o'clock A.M., and duly recorded in Vol. M92  
of Mortgages on Page 9955

Evelyn Biehn County Clerk

FEE \$10.00

By Walter J. Wilipinski Jr.