

46268

Release and Waiver

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

Township 40, Range 9, Block Section 1, tract SW-1/4, SE-1/4, portion SE-1/4, SE-1/4

located in the County of Klamath, State of Oregon
 Street Address: 12430 Hwy 39
Bart A. Fleming ("the 'Property'").
 ("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 crops and equipment

(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: May 11, 1992Beverly M. Negrevski

Interested Party

After Recordation return to: U.S. Bank of Oregon
100 Main Street E., Suite B/P.O. Box 729
Medford, OR 97501

12430 Hwy 39

No. 5 Street

Klamath FallsOR97603

City

State

Zip Code

STATE OF OREGON)
) ss.
 County of KLAMATH)

INDIVIDUAL ACKNOWLEDGEMENT

On this 11 day of MAY, 92, personally appeared before me BEVERLY M. NEGREVSKI, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of MAY, 92Frank X. HernandezNOTARY PUBLIC in and for the State of OREGONResiding at: KLAMATH FALLSMy commission expires: 5-13-93

STATE OF _____)
) ss.
 County of _____)

CORPORATE ACKNOWLEDGEMENT

On this _____ day of _____, _____, personally appeared before me _____ and _____, to me known to be the _____ and _____ respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____

Residing at: _____

My commission expires: _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. Bank the 16th day
 of June A.D., 19 92 at 11:27 o'clock A M., and duly recorded in Vol. M92
 of Mortgages on Page 13177

FEE \$10.00

Evelyn Biehn - County Clerk

By Pauline Muelandore

NOTARY PUBLIC in and for the State of _____

Residing at: _____

My commission expires: _____

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