

The undersigned has an interest in the following described real property:
See attached Exhibit B

_____ located in the County of Klamath, State of Oregon,
Street Address: situated on Hwy 39 ("the 'Property'").
Bart A. Fleming ("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: April 3 1992

Ivan Olliffe Interested Party

Ivan Olliffe

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

10445 Hwy 39 No. & Street
Klamath Falls City
OR State
97603 Zip Code

STATE OF OREGON)

INDIVIDUAL ACKNOWLEDGEMENT

County of Klamath) ss.

On this 3RD day of APRIL, 92, personally appeared before me IVAN OLLIFFE
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be
HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3RD day of APRIL, 92

Frank K. Hernandez
NOTARY PUBLIC in and for the State of OREGON

Residing at: Klamath Falls

My commission expires: 5-13-93

STATE OF _____)

CORPORATE ACKNOWLEDGEMENT

County of _____) ss.

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 _____)

PARTNERSHIP ACKNOWLEDGEMENT

County of _____) ss.

On this _____ day of _____, _____, personally appeared _____
to me known to be the _____ of _____
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 _____ is authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____

NOTARY PUBLIC in and for the State of _____

Residing at: _____

My commission expires: _____

This exhibit refers to the Release and Waiver dated April 3, 1992, signed by Ivan Olliffe.

13179

EXHIBIT "B"

Beginning at the Southwest corner of Section 31, Township 39 South, Range 10 E.W.M., thence North 1466.33 feet to the true point of beginning; thence North 264.00 feet to a point; thence East to the West meander line of Lost River; thence Southerly along the West meander line of Lost River to a point that is North $87^{\circ}30'45''$ East from the point of beginning; thence South $87^{\circ}30'45''$ West to the point of beginning.

Beginning at the Southwest corner of Section 31 Township 39 South, Range 10 E.W.M., thence North 1969.65 feet to the true point of beginning, which point is the Southwest corner of a parcel of land described in Volume M74, page 13775, Deed Records of Klamath County, Oregon; thence East along the Southerly boundary of said parcel a distance of 1823.2 feet, more or less, to the West meander line of Lost River; thence Southerly along the West meander line of Lost River to the Northeast corner of parcel of land described in Deed Volume M80, page ~~2490~~ 2490; thence West along the North line of said parcel to the Northwest corner thereof; thence North along the West line of said Section 31, a distance of 239.32 feet, more or less, to the point of beginning.

Ivan Olliffe

Ivan Olliffe

April 3 1992

Dated

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 13178

FEE \$15.00

Evelyn Biehn - County Clerk

By Dorlene Nielsen