## Release and Waiver

Vol. mg2 Page 13183 The undersigned has an interest in the following described real property: A tract of land situated in Section 31, Township 39 S., R10 E.W.M. located in the County of \_ , State of \_ T0205 Hwv Street Address: Bart A. Fleming ("the "Property"). United States National Bank of Oregon \_("Borrower") has applied to ("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 in which the Collateral is installed or affixed to the Property the Collateral upon the property and agrees that, regardless of the manner 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 of its intent to remove any Collateral from the Property which shall be effective if sent by (i.S. First Class Mail, postage prepaid, The Collateral transfer and 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 of otherwise, and shall be effective upon execution.

Dated:

Robert Branwell

Interested Party After Recordation return to: U.S. Bank of Oregon 100 Main Street E., Suite B/P.O. Box 729 10205 Hwy\_39 No. & Street Medford, OR 97501 Klamath Falls Oregon Zip Code STATE OF INDIVIDUAL ACKNOWLEDGEMENT ) ss. County of , 1997, personally appeared before me ROBERT FRANUELL On this \_ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be OFFICIAL SEAL
DONALD A. ISENSEE
NOTARY PUBLIC - OREGON
COMMISSION NO. 003541
MY COMMISSION EXPIRES JAN. 06, 1995 NOTARY PUBLIC in and for the State of Residing at: \_ KIANATI My commission expires: STATE OF CORPORATE ACKNOWLEDGEMENT ) ss. County of \_ 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: Filed for record at request of U.S. Bank the \_ A.D., 19 \_ 92 June \_ at 11:27 o'clock A.M., and duly recorded in Vol. M92 Mortgages on Page \_\_ Evelyn Biehn County Clerk FEE \$10.00 By Daulene Mullen olare NOTARY PUBLIC in and for the State of \_\_ Residing at: My commission expires:\_ 53-539 7/88 White—Recordation