

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

S-1/2, S-1/2, NW-1/4, SW-1/4 in Lot 4, Section 6, Township 40 S., R.10, E.W.M. and also that parcel of land lying in Lot 4 and in the NW-1/4, SW-1/4 of Section 6, Township 40 S., R.10 E.W.M.

located in the County of Klamath, State of Oregon  
 Street Address: 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: 5-8-92

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

Michael Negrevski  
12185 Hwy 39

No. & Street

Klamath Falls  
 City

State

97603  
 Zip Code

STATE OF OREGON )  
 ) ss.  
 County of Klamath )

### INDIVIDUAL ACKNOWLEDGEMENT

On this 8th day of MAY, 92, personally appeared before me MICHAEL NEGREVSKI 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 8th day of MAY, 1992

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

Residing at: Klamath Falls

My 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 AM., and duly recorded in Vol. M92 of Mortgages on Page 13184

FEE \$10.00

Evelyn Biehn - County Clerk

By Pauline M. Anderson

NOTARY PUBLIC in and for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_

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