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Vol 92 Page 29136

COLONIAL PACIFIC LEASE NO. 076086001

54958

OWNER'S OR MORTGAGEE'S CONSENT

WHEREAS, the undersigned is the ~~Owner/Mortgagee/Trustee~~ (strike all but one) of realty situated in the County of Klamath, State of Oregon, DESCRIBED AS FOLLOWS: (insert legal description and street address: 75 Main Street Klamath Falls, OR 97601)

WHEREAS, COLONIAL PACIFIC LEASING CORPORATION (hereinafter referred to as "Lessor") is about to lease, or has leased, pursuant to the terms of that certain Lease Agreement dated the 16 day of Sept, 1992, denoted Colonial Pacific Lease No. 076086001 between Lessor and Lotus Management, Inc. dba Econolodge

(hereinafter referred to as "Lessee"), the following property (hereinafter "Equipment"), which Equipment has been or is about to be erected, installed or otherwise affixed to the aforesaid realty: (insert description of the equipment):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in order to induce Lessor to enter into said Lease Agreement and in consideration of the lease of the Equipment by Lessor to Lessee, and other good and valuable consideration, the undersigned does hereby covenant and agree to and with Lessor, that the undersigned for its heirs, administrators, executors, successors and assigns, expressly assents to reservation of title to the Equipment in lessor, its successors and assigns, and agrees that the Equipment shall be and remain personal property and shall be removable by Lessor, its successors or assigns. The undersigned for its heirs, successors and assigns, expressly waives any claim to the equipment, as fixtures or otherwise, whether such claim be now existing or hereinafter acquired.

FURTHER, the undersigned hereby expressly waives any and all rights which the undersigned may now possess or may hereafter acquire to seize, hold, distrain, levy upon, take possession of, sell or otherwise transfer the Equipment until such time as Lessor has waived in writing any interest in the Equipment.

The covenants herein contained shall run with the land.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed, or caused these presents to be signed by its proper and authorized corporate officer/s and caused its corporate seal to be affixed hereto this 25th day of September, 1992.

Signed, sealed and delivered in the presence of:

INDIVIDUAL/PARTNERSHIP OWNER SIGNATURE: CORPORATE OWNER SIGNATURES:

Individual Owner or Mortgagee

If Owner/Mortgagee is Married, Spouse

WITNESS

CPLC 1015

South Valley State Bank  
5215 South 6th Street  
Klamath Falls, OR 97603  
Corporate ~~Owner~~/Mortgagee

TITLE Loan Officer  
BY: [Signature]  
Authorized Officer

50.00

28125

29137

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP OWNER/MORTGAGEE

STATE OF

COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, County of \_\_\_\_\_ hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me well known to be (one of the partners of the partnership) (the identical individual named in and) who executed the within and foregoing instrument and acknowledged that he signed, sealed and delivered the same as (the partnership's) (his) free act and deed for the uses, purposes and consideration therein mentioned.

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

Notary Public  
In and for the State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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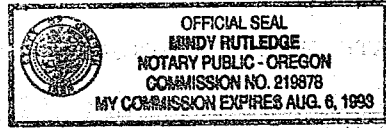
ACKNOWLEDGEMENT BY CORPORATE OWNER/MORTGAGEE

STATE OF Oregon

SS

COUNTY OF Klamath

On this 25th day of September, 1992, before me a Notary Public in and for the State of Oregon, County of Klamath, \_\_\_\_\_ personally appeared David Huckins to me personally well-known and known to me to be loan officer of the corporation which executed the within and foregoing instrument, who being by me duly sworn on oath stated that he was authorized to execute said instrument; that he is such officer, that he knows the seal of said corporation by authority of the Board of Directors and he acknowledged the execution of said instrument to be his free, true and lawful act and deed of said corporation by him in his said capacity and by it voluntarily executed for the uses, purposes and consideration therein mentioned.



Mandy Rutledge  
Notary Public  
In and for the State of: OREGON  
My Commission Expires: 8-6-93

RETURN ACKNOWLEDGED COPY TO:

COLONIAL PACIFIC LEASING CORPORATION  
P. O. Box 1100  
Tualatin, OR 97062-1100

CPLC 1015

(8/90)

## EXHIBIT "A"

29138

8094

Lots 1, 2 and 3 and the Easterly 58.5 feet of Lot 4, Block 21,  
ORIGINAL TOWN OF LINKVILLE, NOW CITY OF KLAMATH FALLS, OREGON,  
in the County of Klamath, State of Oregon.

ALSO Lot 1 and the Easterly 24 feet of Lot 2, Block 22; ALSO that  
part of Closed Center Street lying between Lot 1 of Block 22  
and Lot 4 of Block 21, being the Southerly one-half of Closed  
Center Street; ALSO the Westerly 8 feet of Lot 4, Block 21; all  
being part of Original Town of Linkville, now City of Klamath  
Falls, Oregon, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-32BD TL 6800  
CODE 1 MAP 3809-32BD TL 6900

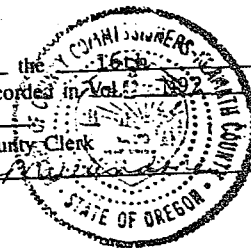
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 16th day  
of April A.D., 19 92 at 3:12 o'clock P M., and duly recorded in Vol. 1692  
of Deeds on Page 8093  
Evelyn Biehn County Clerk  
By Pauline Mullender

FEE \$35.00

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Colonial Pacific Leasing the 9th day  
of Dec. A.D., 19 92 at 11:40 o'clock A M., and duly recorded in Vol. M92  
of Mortgages on Page 29136  
Evelyn Biehn County Clerk  
By Pauline Mullender

FEE \$20.00