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Vol 93 Page 7994

**RECORDATION REQUESTED BY:**

United States National Bank of Oregon  
100 Main Street E Suite B  
P. O. Box 729  
Medford, OR 97501

**WHEN RECORDED MAIL TO:**

United States National Bank of Oregon  
100 Main Street E Suite B  
P. O. Box 729  
Medford, OR 97501

**SEND TAX NOTICES TO:**

United States National Bank of Oregon  
100 Main Street E Suite B  
P. O. Box 729  
Medford, OR 97501

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**LANDLORD'S CONSENT**

THIS LANDLORD'S CONSENT is entered into among Linkville Medical Laboratories an Assumed Business Name of Robert N. Edwards and Marcia Wooster-Edwards ("Borrower"), whose address is 444 Hillside Ave, Klamath Falls, OR 97601; United States National Bank of Oregon ("Lender"), whose address is 100 Main Street E Suite B, P. O. Box 729, Medford, OR 97501; and Lew Dodson ("Landlord"), whose address is 1128 Tamara Dr., Klamath Falls OR 97603. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Agreement.** The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

**Borrower.** The word "Borrower" means Robert N. Edwards and Marcia Wooster-Edwards.

**Collateral.** The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Equipment, Inventory, Accounts, Contract Rights, Chattel Paper and General Intangibles, including but not limited to All furniture now owned or hereafter acquired

**Landlord.** The word "Landlord" means Lew Dodson. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

**Lease.** The word "Lease" means that certain lease of the Premises, dated December 7, 1992, between Landlord and Borrower.

**Lender.** The word "Lender" means United States National Bank of Oregon, its successors and assigns.

**Loan.** The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

**Premises.** The word "Premises" means the real property located in Klamath County, State of Oregon, commonly known as 4509 s 6th St. Suite 311, Klamath Falls, OR 97601.

**DISCLAIMER OF INTEREST.** Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

**ENTRY ONTO PREMISES.** Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

**MISCELLANEOUS PROVISIONS.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

ok  
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01-07-1993  
Loan No 0101/0199

**LANDLORD'S CONSENT**  
(Continued)

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EACH BORROWER AND LANDLORD ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND EACH BORROWER AND LANDLORD AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 7, 1993.

BORROWER:

X Robert N. Edwards

X Marcia Wooster-Edwards  
Marcia Wooster-Edwards

LANDLORD:

Lew Dodson

Lew Dodson  
Landlord's Signature

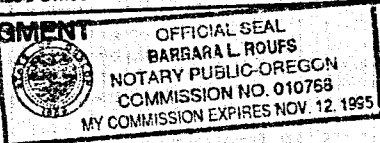
LENDER:

United States National Bank of Oregon

By: [Signature]  
Authorized Officer

**LENDER ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Klamath



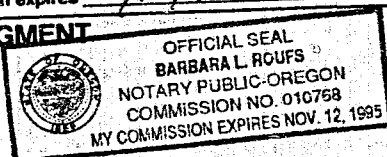
On this 7th day of April, 1993, before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the [Signature] authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Barbara L. Roufs  
Notary Public In and for the State of Oregon

Residing at Klamath Falls  
My commission expires 11/12/95

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Klamath



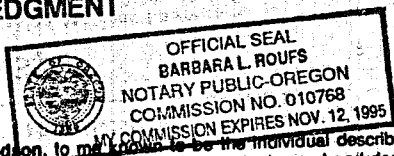
On this day before me, the undersigned Notary Public, personally appeared Robert N. Edwards and Marcia Wooster-Edwards, to me known to be the individuals described in and who executed the Landlord's Consent, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of April, 1993.  
By Barbara L. Roufs  
Notary Public In and for the State of Oregon

Residing at Klamath Falls  
My commission expires 11/12/95

**LANDLORD ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Lew Dodson, to me known to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of April, 1993.  
By Barbara L. Roufs  
Notary Public In and for the State of Oregon

Residing at Klamath Falls, OR  
My commission expires 11/12/95

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EXHIBIT "A"

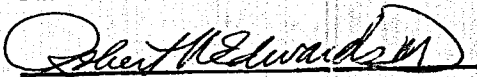
This exhibit refers to the LandLord' Consent dated January 7, 1993 signed by Robert N. Edwards and Marcia Wooster-Edwards (Borrowers) and Lew Dodson (LandLord).

COLLATERAL

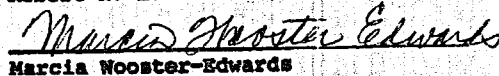
As described in the Landlords' Consent, "All Furniture" excludes the built-in Cabinets and Built in Exhaust System.

4-7-93


Date



Robert N. Edwards



Marcia Wooster-Edwards

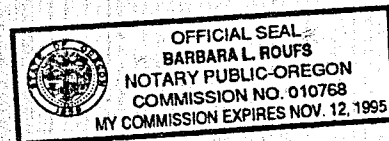


Lew Dodson

STATE OF OREGON  
COUNTY OF KLAMATH  
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 7th day of April 1993


NOTARY PUBLIC

MY COMMISSION EXPIRES 11/12/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. National Bank the 16th day  
of April A.D., 19 93 at 2:50 o'clock P.M., and duly recorded in Vol. M93  
of Mortgages on Page 7994.

FEE \$20.00

Evelyn Biehn - County Clerk  
By Barbara L. Rouff