

## 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 Klamath Falls Ford New Holland, Inc. ("Borrower"), whose address is 4304 Highway 39, Klamath Falls, OR 97603; United States National Bank of Oregon ("Lender"), whose address is 100 Main Street E Suite B, P. O. Box 729, Medford, OR 97501; and Ford New Holland, Inc. ("Landlord"), whose address is 500 Diller Avenue, New Holland, PA. 17557. 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 Klamath Falls Ford New Holland, Inc..

**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:

1990 Ford Serial #2FDHF37YXLC43834, 1975 International Truck Serial #E2317EGA16840, 1977 Hald St. Serial #A877418, 1983 Ford FB Serial #2FDKF3713DCA97177, 1984 Ford Pickup Serial #1FTEF15Y1EPA82182, 1986 Ford Pickup Serial #1FTHX25YXGKB14773, 1988 Ford Pickup Serial #1FTHF25Y6JPB68425 and 1989 Modm Serial #1UN105E27K1003100

All used inventory now owned and hereafter acquired including but not limited to: Agricultural equipment, industrial equipment, machinery, and other equipment. All parts and accessories. All accounts, contract rights, chattel paper, documents, instruments and general intangibles now owned and hereafter acquired.

**Landlord.** The word "Landlord" means Ford New Holland, Inc.. 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 February 5, 1990, 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 4304 Highway 39, Klamath Falls, OR 97601, and legally described as:

See attached Exhibit A.

**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.

"LANDLORD". "Only as pertaining to those rights of Ford New Holland, Inc. as a landlord, but not as to rights as stockholder.

**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.

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

## BORROWER:

Klamath Falls Ford New Holland, Inc.

By: Archie L. Linman  
Archie L. Linman, President

FILED FOR RECORDATION

INDEXED

FORM NO 00010001

01-01-1993

(continued)

FILED FOR RECORDATION

1993

LANDLORD:

Ford New Holland, Inc.\*

X

Landlord's Signature

LENDER:

United States National Bank of Oregon

By:

Authorized Officer

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

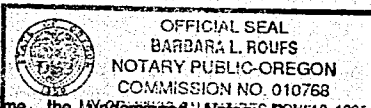
On this 12th day of May, 1993, before me, the undersigned Notary Public, personally appeared Arthur W. Hillard and known to me to be the owner, authorized agent for the Lender duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on 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

Residing at Klamath Falls

Notary Public in and for the State of Oregon

My commission expires 11/12/95



CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

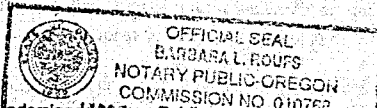
On this 12th day of May, 1993, before me, the undersigned Notary Public, personally appeared Archie L. Linman, President of Klamath Falls Ford New Holland, Inc., and known to me to be an authorized agent of the corporation that executed the Landlord's Consent and acknowledged the Agreement to be the free and voluntary act and deed of the said corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Barbara L. Roufs

Residing at Klamath Falls

Notary Public in and for the State of Oregon

My commission expires 11/12/95



LANDLORD ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF LANCASTER

On this day before me, the undersigned Notary Public, personally appeared Ford New Holland, Inc.\*, 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 2nd day of JUNE, 1993.

By Jacqueline E. Weiler Residing at New Holland

Notary Public in and for the State of PENNSYLVANIA My commission expires JULY 22, 1996

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.16 (C) 1993 by Laser Pro Bankers Service Group, Inc. All rights reserved. [OR-E45 4881264.LN]  
Jacqueline E. Weiler, Notary Public  
New Holland Boro, Lancaster County  
My Commission Expires July 22, 1996  
Member, Pennsylvania Association of Notaries

RECORD ON FILE  
B.O. BOX 133  
100 WEST 24TH E STREET  
PHILADELPHIA, PENNSYLVANIA 19104

SEND TAX NOTICES TO:

RECORD ON FILE  
B.O. BOX 133  
100 WEST 24TH E STREET  
PHILADELPHIA, PENNSYLVANIA 19104

WHEN RECORDED MAIL TO:

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B.O. BOX 133  
100 WEST 24TH E STREET  
PHILADELPHIA, PENNSYLVANIA 19104

RECORDATION REQUESTED BY:

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101-13787-13386

13788

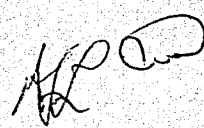
## EXHIBIT A

Lots 1 and 2 in Block 1 of Kerns Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,

SAVING AND EXCEPTING that portion of Lot 2 described as follows: Beginning at the Southwest corner of Lot 2; thence North along the Westerly line of Lot 2 a distance of 60 feet to a point; thence Easterly and parallel to the Southerly line of said Lot 2 a distance of 267.34 feet to a point; thence South parallel to the westerly line of said Lot 2 a distance of 60 feet to the southerly line of said Lot 2; thence westerly along said southerly line to the point of beginning.

ALSO a strip of land situate in the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 12 Township 39 South, Range 9 E.W.M., described as follows:

The North 420.13 feet of that certain undedicated 30-foot strip shown on the plat of Kerns Tracts lying between the Klamath Falls-Merrill Highway and Farmers Way; the portion of said strip herein conveyed being bounded on the North by the South line of Hager Avenue and on the South by the South line of Lot 2, Block 1, extended Easterly, in Kerns Tracts, according to the official plat thereof on file in the records of Klamath County, Oregon.



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. Bank the 14th day  
of June A.D., 19 93 at 11:46 o'clock A.M., and duly recorded in Vol. M93  
of Mortgages on Page 13786

Evelyn Biehn, County Clerk

By Carol Ann Mullenbarger

FEE \$20.00