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Release and Waiver

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

120 Acres located in the Southeast quarter of the Northeast quarter of Section 36,  
Township 40 North, Range 10

located in the County of Klamath, State of Oregon,  
Street Address: n/a (the "Property").

Donald C. Rohrbacker and Theresa A. Rohrbacker ("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:  
Crops

(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 present and future right, title and interest of the undersigned in the Collateral 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 shall not move any of the Collateral from the Property until the undersigned has obtained Bank's prior written consent. The undersigned authorizes Bank, its successors or assigns, to enter upon the Property and inspect or remove any of the Collateral, committing only such injury to the Property as may be necessary to effect removal. In the event the Property is physically damaged by such removal, Bank will either repair the damage or reimburse the undersigned for the reasonable cost to effect any necessary repairs, but Bank will not be liable for any reduction in value of the Property solely attributable to removal of the Collateral. 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 undersigned will provide at least thirty (30) days written notice of any action of the undersigned to retake possession of the Property. 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.

In the event any suit or action is instituted to enforce or interpret any of the terms of this Release and Waiver, the prevailing party shall be entitled to recover from the other party such sum as the court may determine reasonable as attorneys fees, at trial or on any appeal, in addition to all other sums provided by law.

This Release and Waiver shall be governed by the laws of the state in which the Property is located.

Dated: 5-24-93

INTERESTED PARTY

Larry PaschkeAfter Recording return to: U.S. Bank

NUMBER AND STREET

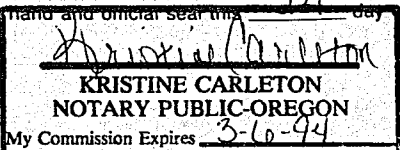
P.O. Box 729, Medford, OR 97501

CITY/STATE/ZIP

STATE OF Oregon )  
County of Klamath ) ss.

## INDIVIDUAL ACKNOWLEDGMENT

On this 24 day of May, 1993, personally appeared before me  
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument  
to be free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of May, 1993

NOTARY PUBLIC in and for the State of Oregon  
Residing at: Klamath Falls  
My commission expires: 3-6-94

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

## CORPORATE ACKNOWLEDGMENT

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 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 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 13794

FEE \$10.00

Evelyn Biehn County Clerk  
By Debra M. Mendenhall

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_