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01-14-94 P01:52 RCV'D MTC 1396-6825

## WAIVER OF LANDLORD OR MORTGAGEE

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This agreement made and entered into on the 5th day of January 1993 by and between WESTERN BANK, (hereinafter called the "Secured Party") and  
 (hereinafter called "Landlord" or "Mortgagee").

- The Landlord or Mortgagee hereby agrees that the Secured Party may remove now or hereafter the following described personal property:

2,408 acres cereal grain of which one-third (33%) is Landlords Share Rent and is not to be removed without prior written consent of Landlord.

MOUNTAIN TITLE COMPANY, has recorded the instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

from the following described premises:

E1/2 of Section 31, the W1/2 Section 32 and the W1/2 W1/2 SE1/4 Section 32, all in TWP 37S R 8 EWM; portions of NW1/4, W1/2 NE1/4, NE1/4 SW1/4 Section 5, TWP 36S R 8 EWM

S1/2 SE1/4 SE1/4, Section 29; SE1/4 & NE1/4 NW1/4 and the SE1/4 Section 32, NW1/4 and SW1/4 of the NW1/4, SW1/4 and SW1/4 SE1/4, Section 37S R 8 EWM, NE1/4, Section 5, NW1/4, NE1/4 SW1/4, NW1/4 SW1/4 NE1/4, NW1/4 NE1/4 SE1/4, Section 4, TWP 38S, R 8 EWM; NE1/4, E1/2 NW1/4, N1/2 SE1/4 SE1/4, N1/2 NW1/4 SE1/4, Section 21 TWP 38S R 8 EWM, portion of W1/2 NW1/4 NW1/4 and all by a portion of NE1/4 SW1/4 NW1/4, N1/2 NW1/4 SW1/4, N1/2 NW1/4 SW1/4 Section 22 TWP 38S R 8 EWM

- The Landlord or Mortgagee agrees that the personal property described will remain personal property even though it may be affixed to or placed in, under or upon the premises.

- The Landlord or Mortgagee hereby waives any right, title, claim, or interest in the above described personal property by reason of said personal property being attached to, resting upon or under the premises, and hereby grants the Secured Party permission to remove the personal property from the premises at any reasonable time. The Secured Party will not be liable for the condition of the premises after removal of the personal property so long as reasonable care is used in effecting such removal. Secured Party agrees this agreement is subject to Landlords one-third share interest in the above described personal property.
- All of the terms and conditions of this waiver agreement shall be binding on and inure to the benefit of the parties, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this waiver agreement on the day and year first written above.

LANDLORD OR MORTGAGEE

By Running Y Ranch  
 Authorised Signature

By Donald F. Beihm and

STATE OF OREGON

On this 12 day of March 1993

Decd. F. Beihm

his voluntary act and deed.

My commission expires:

11-4-93

WESTERN BANK

By

Authorised Signature

County ss:

1993 personally appeared the above named and acknowledged the foregoing instrument to be

Before me

J. Lavelle  
 Notary Public for Oregon

TPL-50, 6/87  
 Retention - 3 Yrs. After Closure

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co., the 14th day of Jan. 1994 at 1:52 o'clock P.M. and duly recorded in Vol. M94 on Page 1630.

FEE \$10.00

Evelyn Beihm County Clerk  
 By Douline Millender