

This agreement made and entered into on the 5th day of January, 19 93 by and between WESTERN BANK, (hereinafter called the "Secured Party") and

Running Y Ranch
(hereinafter called "Landlord" or "Mortgagee").

1. 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 Landlord's Share Rent and is not to be removed without prior written consent of Landlord.

MOUNTAIN TITLE COMPANY, has recorded this 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 W1/2W1/2SE1/4 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, NW 1/4 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 NW 1/4 SW1/4 Section 22 TWP 38S R 8 EWM

located in the City of Klamath Falls State of Oregon

2. The Landlord or Mortgagee agrees that the personal property described with certain personal property even though it may be affixed to or placed in, under or upon the premises.
3. 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 Landlord's one-third share interest in the above described personal property.
4. 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 hereby have executed this waiver agreement on the day and year first written above.

LANDLORD OR MORTGAGEE

By Running Y Ranch

WESTERN BANK

By [Signature]

Authorized Signature

STATE OF OREGON Klamath County ss:

On this 12 day of March, 19 93, personally appeared the above named Donald F. Haglund and acknowledged the foregoing instrument to be his voluntary act and deed.

My commission expires: 11-4-93

Before me

[Signature]
Notary Public for Oregon

PL-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. A.D., 19 94 at 1:52 o'clock P M., and duly recorded in Vol. M94 of Mortgages on Page 1630

FEE \$10.00

Evelyn Biehn County Clerk

By Dorlene Mullins