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78465 RECORDING REQUESTED BY
WHEN RECORDED MAIL TO
THE BANK OF CALIFORNIA, N.A.

Vol m94 Page 9201

Address: P.O. Box 45011
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Attention: Commercial Service Center

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# WAIVER OF RIGHTS AND CONSENT TO REMOVAL OF FARM PRODUCTS AND OTHER COLLATERAL ON OR GROWING ON REAL PROPERTY

This Waiver and Consent is made and entered into as of the **24th** day of **February, 1994** by and between THE BANK OF CALIFORNIA, N.A., a national banking association, hereinafter called "Secured Party," and the undersigned.

WHEREAS, the undersigned has an interest either as owner, lessor, mortgage holder, trust deed holder or seller under a conditional sales contract in the real property situated at **Swan Lake Ranch, Klamath Falls**, County of **Klamath**, State of **Oregon**, the legal description of which is **See Schedule 1 attached hereto, all terms of which are incorporated by reference.**

(which real property is hereinafter called the "Real Property.")

WHEREAS, **C.S.I. Cattle Co., a California corporation**

hereinafter called "Debtor," in order to induce Secured Party to extend or continue credit or financial accommodations to it or some third party, has or will execute a Security Agreement granting to Secured Party a security interest in and to the following described property ("Collateral"):

[X] All livestock and farm products, including without limitation all **Beef** cattle, sheep, horses, swine, goats, and fowl, together with all young in gestation, and all poultry, together with all eggs produced thereby, and all eggs, together with all poultry produced thereby, and all increase and additions to the foregoing, and all replacements thereof, and substitutions therefor.

[ ] (a) All annual and/or permanent crops and farm products, including without limitation all **N/A** native grass, grass seed, grain, fertilizer, feed, hay and silage, whether growing on or to be grown or severed from the Real Property ("Crops and Inventory"),

(b) production, storage, trailing, grazing, irrigation, water and all similar rights ("Agricultural Rights"),

(c) rights and privileges to subsidy, transfer, support, deficiency, target, return, refund, disaster, and all other payments of any kind or type whatever now or hereafter made, plus all licenses, permits, consents, authorizations and rights and privileges now or hereafter granted by the United States government, any State, or any political subdivision thereof, including without limitation all milk quota, tax refunds, all payments in kind, and all payments made for non-cultivation or non-production, together with all vouchers and other evidences thereof ("Support Rights"),

(d) cash, money, accounts, instruments, documents, chattel paper, and general intangibles, including without limitation all rights to payment for goods sold or leased by Debtor or services rendered by Debtor and all rights under any insurance policy ("Contract Rights"), and

(e) any rights to payment from any agricultural cooperative association ("Retains"), whether such Crops and Inventory, Agricultural Rights, Support Rights, Contract Rights and Retains are now owned or hereafter acquired and wherever located and whether held by Debtor or any processor, warehousemen or other bailee; and all proceeds and products thereof.

[ ] All equipment now owned or hereafter acquired, including but not limited to machinery and machine parts, and all tangible personal property used in Debtor's business, as well as **N/A** and such property which is or may become fixtures on the Real Property, and all improvements, replacements, accessions, and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental, or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing.

(PWANA 0991) OLD CL-0037 (3-91)

CSI CATTLE CO.

**WHEREAS**, as a condition to extending or continuing credit or financial accommodations to Debtor or a third party, Secured Party requires the undersigned's waiver of rights and consent to the removal or use of the Collateral.

**NOW, THEREFORE**, for good and sufficient consideration the receipt of which is hereby acknowledged, and to induce Secured Party to extend or continue credit or financial accommodations to Debtor or a third party, the undersigned jointly and severally agree as follows:

1. The Collateral shall be deemed for all purposes to be personal property and shall not be considered part of the Real Property.

2. The undersigned has not and will not claim any interest in the Collateral superior to the interest of Secured Party, and the undersigned hereby subordinates any interest it has or may hereafter acquire in the Collateral to the security interest which Secured Party has or hereafter acquires therein.

3. If the undersigned has, under applicable law or otherwise, any right, title or interest in or to the Collateral, the undersigned hereby waives such right, title and interest to the extent necessary to effectuate Secured Party's rights under this Waiver and Consent and under the Security Agreement executed or to be executed by Debtor.

4. In the event of a default by Debtor under the above mentioned Security Agreement or under any other presently existing or future contract, agreement or document with Secured Party, the undersigned consents to Secured Party's employees, agents or invitees entering upon the Real Property to do any or all of the following with respect to the Collateral: have appraised, maintain, remove, prepare for public or private sale, use, exhibit, or sell. Secured Party hereby agrees to reimburse the undersigned for the cost of repair of any physical damage to the Real Property caused by Secured Party's removal of the Collateral, but not for any diminution in value of the Real Property caused by the absence of the Collateral so removed or by any necessity of replacing the Collateral. Any such reimbursement by Secured Party to any one or more of the undersigned shall be deemed reimbursement to all of the undersigned. The undersigned hereby waives any right to require Secured Party to provide security for the performance of this obligation.

5. In the event Debtor breaches its agreement with the undersigned and fails to cure such breach within any applicable grace period, the undersigned shall notify Secured Party and Secured Party shall, within fourteen (14) days of receiving such notice, have the right and license, but not the obligation, to occupy the Real Property for the purposes described in Paragraph 4 above for the period necessary to cultivate, harvest, prepare for sale and sell all or any portion of the Collateral. In that event, Secured Party shall pay to the undersigned, periodically in arrears, a daily fee equal to one-thirtieth (1/30th) of the minimum monthly rental provided for in Debtor's agreement with the undersigned until Secured Party vacates the Real Property.

This Waiver and Consent shall be deemed effective as of the date of the above mentioned Security Agreement, shall be governed by and construed in accordance with the laws of the State of California, and shall inure to the benefit of and be binding upon the successors, heirs and assigns of the undersigned and Secured Party.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver and Consent on the day and year first written above.

James Carroll

THE BANK OF CALIFORNIA, N.A.

By: Jeff Vieira

## SUBSCRIBING WITNESS CERTIFICATE ("WITNESS JURAT")

No. 5195

State of California

County of Shasta } ss.

On this the 9th day of March, 1994, before me, the undersigned Notary Public, personally appeared Jeff Vieira

☒ personally known to me

☐ proved to me on the oath/affirmation of N/A (name of credible witness who identifies subscribing witness), a credible witness whom I know personally,

(name of subscribing witness)

to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he (he/she) was present and saw James Carroll (name of principal signer not appearing before Notary), the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his (his/her) name to the within instrument as a witness at the request of James Carroll (name of principal signer again)

DIANE G. DAVIS
COMM. #973622
NOTARY PUBLIC — CALIFORNIA
SHASTA COUNTY
My Commission Expires September 20, 1996

Diane G. Davis (Notary's signature)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Waiver of rights & consent to removal — re

Number of Pages — 3 — Date of Document February 24, 1994

Signer(s) Other Than Named Above ______

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SCHEDULE 1
TO: WAIVER OF RIGHTS AND CONSENT TO REMOVAL OF FARM PRODUCTS AND OTHER COLLATERAL ON OR GROWING ON REAL PROPERTY

## DESCRIPTION OF SWAN LAKE RANCH

The following described real property situate in Klamath County, Oregon:

Township 37 South, Range 10 East of the Willamette Meridian

Section 14: W1/2 SW1/4
Section 15: NW1/4 NW1/4, S1/2 N1/2, NE1/4 SE1/4
Section 23: W1/2 NE1/4, SE1/4 NE1/4, E1/2 SE1/4
Section 24: SW1/4 SW1/4
Section 25: W1/2, W1/2 SE1/4
Section 26: E1/2 E1/2
Section 35: NE1/4 NE1/4
Section 36: ALL

Township 38 South, Range 10 East of the Willamette Meridian

Section 12: NE1/4, E1/2 NW1/4, NE1/4 SE1/4

Township 38 South, Range 11 1/2 East of the Willamette Meridian

Section 6: Government Lots 4, 5, 6 and 7, SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4
Section 7: Government Lots 1,2,3 and 4, W1/2 E1/2, SE1/4 NE1/4, E1/2 W1/2, E1/2 SE1/4, NE1/4 NE1/4
Section 8: W1/2 SW1/4
Section 17: W1/2
Section 18: Government Lots 1 and 2, NE1/4, E1/2 NM1/4
Section 20: SW1/4 NE1/4, NW1/4, N1/2 SW1/4, W1/2 SE1/4, SE1/4 SE1/4
Section 21: S1/2 SW1/4, SW1/4 SE1/4
Section 27: W1/2 SW1/4, SE1/4 SW1/4, EXCEPTING THEREFROM that portion of the SE1/4 SW1/4 lying Southerly of the Northerly line of the Oregon California & Eastern Railroad.
Section 28: N1/2, NE1/4 SW1/4, SE1/4
Section 29: NE1/4, SE1/4 NW1/4, E1/2 SW1/4
Section 32: NE1/4 NW1/4

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bank of California the 4th day of April A.D., 19 94 at 9:03 o'clock A. M., and duly recorded in Vol. M94 of Mortgages on Page 9701.

Evelyn Biehn County Clerk
By

FEE $20.00

Initials

SCHEDULE.DOC