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RECORDATION REQUESTED BY:

United States National Bank of Oregon
131 E. Main Street
P. O. Box 729
Medford, OR 97501

Vol 1994 Page 19976

WHEN RECORDED MAIL TO:

United States National Bank of Oregon
131 E. Main Street
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 Thomas J. Silbernagel and Kathy E. Silbernagel ("Borrower"), whose address is 28289 Pickett Rd., Malin, OR 97532; United States National Bank of Oregon ("Lender"), whose address is 131 E. Main Street, P. O. Box 729, Medford, OR 97501; and Steven G. Fabianek ("Landlord"), whose address is Kallina Dr., Malin, OR 97532. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security 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 Thomas J. Silbernagel and Kathy E. Silbernagel.

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:

All Crops, Accounts, Contract Rights, Chattel Paper, General Intangibles and Equipment, including but not limited to The following specifically described property: AC Tractor Model 7050 Serial #2655
John Deere Combine Model 105 Serial #21068H
Wade Rain Wheelbarrow 1/4 mile

Landlord. The word "Landlord" means Steven G. Fabianek. 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 March 1, 1994, 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 Modoc County, State of California, and legally described as:

TID #4192 54 Acres and #4193 48 Acres both located in Modoc County, State of California.

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.

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 California. 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.

EACH BORROWER AND LANDLORD ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND EACH BORROWER AND LANDLORD AGREES TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 12, 1994.

BORROWER:

Thomas J. Silbernagel
Kathy E. Silbernagel

LANDLORD:

Steven G. Fabianek

Landlord's Signature

LENDER:

United States National Bank of Oregon

By: [Signature]
Authorized Officer

RECORDED

FILED

V. D. 1994.2 904-141

1994.11

CERTIFICATE OF ACKNOWLEDGMENT

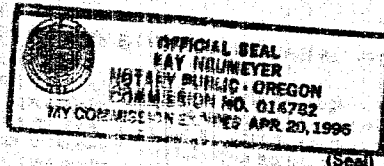
STATE OF Oregon
COUNTY OF Klamath ss

On May 18, 1994

personally appeared Thomas J. & Kathy E. Silbernagel before me, Thomas J. & Kathy E. Silbernagel personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathy E. Silbernagel



CERTIFICATE OF ACKNOWLEDGMENT

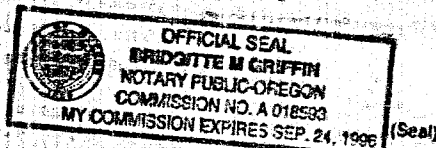
STATE OF Oregon
COUNTY OF Klamath ss

On May 25, 1994

personally appeared Thomas J. & Kathy E. Silbernagel before me, Angela W. Dusen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Bridgette M. Griffin



CERTIFICATE OF ACKNOWLEDGMENT

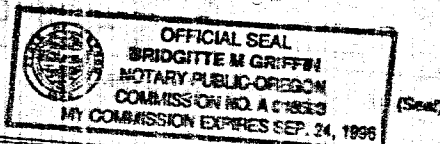
STATE OF Oregon
COUNTY OF Klamath ss

On May 25, 1994

personally appeared Steven G. Fabianek before me, Steven G. Fabianek personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Bridgette M. Griffin



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STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Bank
of June A.D., 19 94 at 9:35 o'clock A.M. the 28th day
of Mortgages on Page 19976 and duly recorded in Vol. M94

FEE \$15.00

By Evelyn Biehn County Clerk
By Douglas N. Henderson