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## **RECORDATION REQUESTED BY:**

84414

WESTERN BANK 421 South 7th Street P.O. Box 669 Klamath Falls, OR 97601-0322

### WHEN RECORDED MAIL TO:

WESTERN BANK 421 South 7th Street P.O. Box 669 Klamath Falls, OR 97601-0322

### SEND TAX NOTICES TO:

RICHARD F. BOGATAY and TAMYRA L. BOGATAY 621 LCMA LINDA DRIVE KLAMATH FALLS, OR 97601

K-45181

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

C7-18-94A10:50 RCVD

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED JUNE 30, 1994, IS MADE BY RICHARD F. BOGATAY and TAMYRA L. BOGATAY (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"), RICHARD F. BOGATAY and FRANK BOGATAY (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"), and WESTERN BANK (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Hazardous Substances Certificate and Indemnity Agreement, as this Hazardous Substances Certificate and Indemnity Agreement may be modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Certificate and Indemnity Agreement

Borrowsr. The word "Borrower" means individually and collectively RICHARD F. BOGATAY and FRANK BOGATAY.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment including without limitation the Comprehensive Environmental Response, Compensation, and Lability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., and other app loable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

Grantor. The word "Grantor" means individually and collectively RICHARD F. BOGATAY and TAMYRA L. BOGATAY.

Hazardous Substance. The words "Hazardous Substance" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, storid, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and ull hezardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" include without limitation petroleum, including crude oil and any fraction thereof and asbestos.

Indemnitor. The word "Indemnitor" means individually and collectively all Borrowers and Grantors executing this Agreement.

Lender. The word "Lender" means WESTERN BANK, its successors and assigns.

Loan. The word "Loan" or "Loans" means and includes any and all commercial loans and financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Occupant. The word "Occupant" means individually and collectively all persons or entitles occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means the following described real property, and all improvements thereon located in KLAMATH County, the State of Oregon:

### SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 621 LOMA LINDA DR., KLAMATH, OR 97601. The Real Property tax identification number is 3809-28CA-700.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use Of Property. After due inquiry and investigation, Borrower and Grantor have no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Hazardou's Substances. After due inquiry and investigation, Borrower and Grantor have no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any Intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any

# HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

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21964 Page 2

waters or onto any lands or where clamage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources. AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender In writing, Indemnitor hereby covenants with Lender as follows: Use Of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations conducted thereon to comply with all cause the property and the operations cause the property and the operation Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted thereon to comply with all Environmental Laws and shall obtain, keep in effect and environmental Laws and shall obtain, keep in effect. Environmental Laws and orders: of any governmental authomies naving junsdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals thereof and shall notify Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or

Prevenuve, investigatory and Heme alai Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, £1 Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response removal containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any encounters any. Indemnitor, £1 Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any coveremental authority baying infecticion under Environmental Laws or (b) necessary to prevent or minimize property damage finduding emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisciction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), sersonal injury or damage to the environment, or the threat of any such damage or injury, by releases of or experimental Environment in connection with the Property or operations of any Occupant or the Erement. Is the Event of the environment of the Erement of the Erem damage to Occupant's own property), personal injury or clamage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement Lender may (but shall not be required to) perform such obligations. exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event indemnitor fails to perform any of indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations and exposes insured by Londer under this postion and exposure the Agreement and exposes insured by Londer under this postion and exposure the Agreement and exposure the Agreement. to perform any or indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be raimbursed by indemnitor to Lenser upon demand with interest at the Lens default rate, or in the shorped of a default rate, or in the sh at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lencer upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest to address and to be addressed that to addressed to be addressed to addressed to a londer under the reimbursed by indemnitor to Lencer upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agroement. In parforming any such obligations of Indemnitor Lender shall at all times to depend to be the agent of Indemnitor and shall and be rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under the Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by Agreement. In performing any such obligations or indemnitor, Lender shall at all times be deemed to be the agent or indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of indemnitor under any Environmental Law or to any third party. reason of such performance be deemed to be assuming any responsibility of Indemniter under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following: (a) Any spill, release or disposed of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill,

(a) Any spill, release or disposal or a mazardous Substance on any or the Property, or in connection will release or disposal must be reported to any governmental authority under applicable Environmental Laws. Laws in connection with the Property operations conducted on the Property.

(b) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental (c) Any order, house or violation, and or penalty or other similar action by any go Environmental Laws and the Property or the operations conducted on the Property.

(c) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laura and the Property or the operations conducted on the Property.

(d) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or

(e) Any matters relating to Hazirdous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lendov's socilities in the Bronetty may be reduced or threatened or that may impair or threaten to impair (e) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's socurity interest in the Property may be reduced or threatened or that may impair, or threaten to impair, independent when such performance is due. Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due. Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation consults of laboratory analyses eite accessments or studies, onvironmental sudit reports and other consultants' studies.

which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site accessments or studies, environmental audit reports and other consultants' studies Inspections. Lender reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and

inspections. Lender reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or the Department of the Department of the Department of the Accompany or that a Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material colling of the property of the articles has accurred on or under the Property Lender may require Indemnitor to furgicable any occupants or the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish a site assessment with respect to the matter of opports to londer. Such as the second to the matter of opports to londer. Such as the second to the matter of opports to be assessment with respect to the matter of opports to londer. Such as the second to the matter of opports to be assessment with respect to the matter of opports to be assessment with respect to the matter of opports to be assessment with the second to the matter of opports to be assessment with respect to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to be assessment with the second to the matter of opports to the second to th material split, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require indemnitor to turnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such auditor second but potermed by a durified consultant environd by Londer. Any inspections or total mode by Londer shall be for Londer.

Lender at indemnitors expense an environmental audit or a site assessment with respect to the matters or concern to Lender. Such audit or assessment shall be performed by a quilified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's any concernsibility or liability on the part of Lender to Indemnitor or to any other percent assessment shall be performed by a qualined consultant approved by Lender. Any inspections or tests made by Lender shall be for purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Indemnitor or to any other person. INDEMNITOR'S WAIVER AND INDEMNIFIC/\TION. Indemnitor hereby indemnifies and holds harmless Lender and Lender's officers, directors,

INDEMNITOR'S WAIVER AND INDEMNIFIC/\TICH. Indemnitor hereby indemnities and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims demands, list list interview incurred by such employees and agents, and Lender's successo's and assigns and their officers, directors, employees and agents against any and all claims demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the protection conducted on the Property and and any appeal or petition for review) incurred by such losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of indemnities of any company and required by Environmental Laws or by orders of any coveremental authority baving intradiction involving the property, the operations conducted on the Property or any other operations of indemnities of any coveremental authority baving intradiction. person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws or clamage to any property arising out of in connection with or in other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authoms naving junsaction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any coven and contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, other any environmental Laws, (iii) the use, treatment, (ii) the violation of any Environmental Laws, (iii) the use, treatment, (iv) the contained in this Agreement, (iii) the use, treatment, (iv) the contained in the source of the treatment any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of the Bronerty by Hazardous Substances by any means whateverer (including without limitation any presently evicting contemination of the storage, generation, manufacture, transport, release, spill disposal or other nandling of Hazardous Substances on the Property. (IV) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the property or till any costs inclured by Londer till private to this Agroement. In addition to this indemnity, Indemnity, Indemnity, releases and waives all of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims adding to indemnity or contribution in the event indemnitor becomes liable for classing or other costs funder and Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any

PAYMENT: FULL RECOURSE TO INDEMNITOR. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for Indemnitor's PAYMENT: FULL RECOURSE TO INDEMNITOR. Lander and Indemnitor intend that Lender shall have full recourse to Indemnitor for Indemnitor's obligations hereunder as Londor's obligations to Lender under this Agreement. Such liabilities, losses, claims, damages and expenses shall be reindured without one resulting for the ultimate obligations hereunder as they become due to Lender under this Agreement. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to; nake payments with respect thereto are incurred, without any requirement of waiting for the ultimate automa of any litigation, claim or other proceeding, and indemnifer shall be such liability losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement or watting for the uturnate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so uturnate to the there are incurred to the date of the and the date of the state within thirty (20) date after written notice from Lender potice shall contain a brief incurred to the amounts incurred to the date of outcome of any ingation, claim or other proceeding, and indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief iternization of the amounts incurred to the date of such patients to any formedly available for feiture to pay period cally such arrows the such amounts that thereafter hear interest at the Lender's notice shall contain a brief iternization of the amounts incurred to the date of a such action. In addition to any formedly available for feiture to pay period cally such arrows the such amounts that thereafter hear interest at the Lender's notice shall be action. Incurred within thirty (30) days after written notice from Lender. Lenders notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate of in the absence of a default rate, at the Loan interest rate. SURVIVAL. The covenants contained in this Agreement shall survive (a) the repayment of the Loan, (b) any foreclosure, whether judicial or positivities of the Property and (c) any delivery of a dead in lieu of foreclosure to lander or any successor of lander. The covenants contained in

SURVIVAL. The covenants contained in this Agreement shall survive (a) the repayment of the Loan, (b) any foreclosure, whether judicial or nonjudicial, of the Property, and (c) any dolivery of a dead in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any excessor to Lender as holder of any sourcessor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any excessor to Lender as holder of any sourcessor of Lender. The covenants contained in the Agreement shall be for the benefit of Lender and any excessor to Lender as holder of any sources in the Broporth or the indebtodance nonjucicial, of the Property, and (c) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreament shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness equired thereby, or as owner of the Property following for closure or the delivery of a deed in lieu of foreclosure

06-30-1994 Loan No 9002

# HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY (Continued)

# 21965 Page 3

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Attornays' Fees; Expenses. Inclomator agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's Attornays' Fees; Expenses. Indomitor agrees to pay upon demand all of Lender's Costs and expenses, including attorneys' fees and Lender's legal expenses, including attorneys' fees and Lender's and Indemnitor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses include Lender's attorneys' fees and legal expenses include the part there is a leutenit including attorneys' fees and legal expenses for head superses include Lender's attorneys' fees and legal expenses include the part there is a leutenit including attorney fees and legal expenses for head superses include Lender's attorneys' fees and legal expenses and legal expenses include the part there is a leutenit including attorney fees and legal expenses for head superses include the part of the part o whether or not there is a lawsuit including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or whether or not there is a tawsun including allotheys leds and legal expenses for bankrupicy procedungs (and including enous to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Indemnitor also shall pay all court costs Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or

Severability. If a court or competent jurisdiction lines any provision of this Agreement to be invalid or unenforceable as to any person of circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such circumstance, such anoing shar not render that provision invalid or unemorceable as to any other persons of circumstances. In reasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be oriending provision shall be deemed to be modified to be written the influsion emotographicy or valuaty, nowever, in the oriending so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceat Walvers and Consents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed

by Lender. 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. 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 any parts of a provision of this / groupout shall not constitute a waiver of or provides the parts dist otherwise to demand third compliance by Lender. No delay or ornission on the part or Lender in exercising any right shall operate as a waiver or such right or any other right. A waiver by any party of a provision of this / greement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance is with that provision or any other provision. No prior waiver by londer, for any course of dealing between londer and indexpites shall appreciate as by any party or a provision or this Agreement shall not consultite a waiver of or prejudice the party's right otherwise to demand such compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a wint that provision or any other provision. No prior waiver by Lender, nor any course or dealing between Lender and Indemnitor, shall consume a waiver of any of Lender's rights or any of Indemnitor's obligations as to any future transactions. Whenever consent by Lender is required in this waver or any or Lender's rights or any or indemnitor's congations as to any luture transactions. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, A

NOPMINI OR:	TO MAKE THIS AGREEMENT EFFECTIVE.
RICHARD F. BOGATAV	
INDEMNITOR:	TAMYHAL/BOGATAY DULAY
RICHARD F. BOGATAY	- A D
LENDER:	P FRANK BOGATAY BUGALAY
WESTERN BANK	
Authorized Officer	
STATE OF Oregon	DIVIDUAL ACKNOWLEDGMENT
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COUNTY OF Klamath	) \$\$

On this day before me, the undersigned Notary Public, personally appeared RICHARD F. BOGATAY and TAMYRA L. BOGATAY, to me known to be the individuals described in and who executed the Hazardous Substances Certificate and Indemnity Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of Ru

harfall millin	June, 19 94
OFFICIAL SEAL OFFICIAL SEAL LORI JANE THORNTON NOTARY PUBLIC-OREGON COMMISSION NO. 034039 MY COMMISSION EXPIRES MAY 11 1000	Person Residing at Klamath Falls, Oregon
LORI JANE THORNTON	My commission expires 5-11-1000
COMMISSION NO REGON	y commission expires 5-11-1998
MY COMMISSION EXPIRES MAY 11 1000	사람은 성상은 이 이 후 200 동풍은 2413 (주요)에서 이 가지 있는 것이 가지 <del>않는 것이다. 100 명이 있는 것이</del> 다.

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	individuals Agreement	y before me, the und described in and wh as their free and volu	ersigned No	of ary Public, person the Hazardous Sul	ally an peared RICHARD F	Boot	BOGATAY, to me known to E acknowledged that they signe
93	By	or my hand and only	al soli this	c deed, for the use 3 0 t	ally appeared RICHARD F. Stunces Certificate and Ind and purposes therein ment h day of	emnity Agreement, and tioned.	BOGATAY, to me known to a acknowledged that they signed
	Publ	CHI JENEAL SAL	ent Jo	regon	Residing at	- une	_,19_94 1 Falls, ORegon
23	MY COL	OMMISSION NO. 034 MMISSION EXPIRES MAN	0995 0		My commission	expires 5-11-	1998
				)	ACKNOWLEDGM	ENT	
	COUNTY OF	Klamath 30th		) SS			
in o	Charle at executed ti	30th day of 25 R. Skybe he within and forego	Ju rgand kno	ine , 1	994, before me		Public, personally appeare authorized agent for the Lende t and deed of the said Lende d, and on eath stated that he o
sh	e is authorized	by the Lender through the execute bis said	ng instrume Ih its board instrument	of directors or othe	Assistant 1 ed said instrument to be the	undersigned Notary	Public, personally appears
By Not	tany Dub	a faithe		and that the seal aff	wed is the corporate seal of	oses therein mentioned said Lender.	t and deed of the said Lender , and on oath stated that he
	RO, Reg. DEF	end for the State of	0r	egon	Residing at	Klamath F	alls, Oregon
	NOTARY P COMMISS	NE THORNTON UBLIC-OREGON	1994 (:FI Pr	o Services, Inc. All right	My commission app	lres5-11-	1998
222233	Y COMMISSION	NE THORNTON UBLIC-OREGON ON NO. 034099 EXPIRES MAY 11, 1998			CON GEID BOGATAY	1.LN C4.OVL]	
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					~ 알려요~ 광가되어 가격이 있다. 김 사가 위한 사람은 같은 것이다.		

A Section 1



EXHIBIT "A"

# DESCRIPTION OF PROPERTY

The following described real property sicuate in Klamach County, Oregon:

All that portion of Tracts 49 and 50 of Loma Linda Heights, according to the official plat thereof on file in the office of the County Clerk, Klamach Beginning at the most Wescerly corner of said Tract 50, running thence S. 21°14' E. along the Westerly line of said Tract 50, a distance of 50 feet; thence Northeasterly parallel to the Northwesterly line of said Tract 50 to the Easterly line of said Lot 50; thence N. 12°14; W. a distance of 50.5 feet, more or less, to the most Northerly corner of said Tract 50; thence N. 21°14' W. along the Easterly line of said Tract 49, a distance of 40 feet, more or less, to the most Easterly corner of tract conveyed to' Richard G. Beane, et ux., by deed recorded in Vol. 285 of Deeds, on page 115 thereof; thence Southwesterly parallel to the Northwesterly line of said Tract 49 a distance of 139.1 feet to the Easterly line of Loma Linda Drive; thence S. 21°14' E. a distance of 40 feet to the point of beginning.

STATE OF OREGON: CC Filed for record at request ofJuly	OUNTY OF K	LAMATH: ss.					
Filed for record at request of <u>July</u> FEE <sup>**</sup> \$30.00	_ A.D., 19 of	<u>Mortgages</u>	o'clock	<u>A</u> M., an	d duly recorded in 21963	<u>18th</u> Vol. <u>M94</u>	d
			Bj	vely Bieł	21963 in County Clerk Te Muelle	2	