## RECORDATION REQUESTED EIT:

INITED STATES NATIONAL BANK OF CREGON 555 S. W. Oak PL-7 Corporate Loan Servicing Portland, OR 97204

### WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK OF OREGON 555 S. W. Oak PL-7 Corporate Loan Servicing ortland, OR 97204

4 34-09 63399

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among Balin's "rower Drug & Gifts, Inc. ("Borrower"), whose address is 1791 Washburn Way, Klamath Falls, OR 97603; UNITED STATES MATIONAL BANK OF OREGON ("Lender"), whose address is 555 S. W. Oak, PL-7 Corporate Loan Servicing, Portland, OR 97204; and Billy J. Sidilington and Melvin L. Stewart ("Landlord"), whose address is 2506 Western, Klamath Falls, OR 97803. Borrowor and Lender have entered into, or are about it enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral and for otherwise become located on the Premises. To Induce Lender to extend the Loan to Borrower gnalinet such security interest in the Collateral and for other valuable consideration. Landlord hereby agrees with Lender to the collateral and for other valuable consideration. Landlord hereby agrees with Lender to the collateral and for other valuable consideration. 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 at a chedules at a chedule schedules at a chedule schedule.

Borrower. The word "Borrower" means Bain's Tower Drug & Giffs, Inc...

Collateral. The word "Collateral" makins contain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

1992 Nissan UT, VIN # JN8HD1; Y9H; V004596

All inventory, Chattel Paper, Ascounts, Contract Rights, Equipment, General Intangibles and Fixtures, including but not limited to All machinery, furniture, and titled meter vehicles, now owned, and hereafter acquired.

Landlord. The word "Landlord" means Billy J. Skillington and Melvin L. Stewart. 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 Promises, dated March 31, 1992, 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 losin, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" mains the real property located in Klamath County, State of Oregon, commonly known as 1791 Washburn, Klamath Falls, OR 97603, and legally lescribed as:

See Exhibit A: Real Property Description.

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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 here after 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 Lencer 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, Lend in 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.

EXHIBIT A: REAL PROPERTY DESCRIPTION. An exhibit, titled \* XHIBIT A: REAL PROPERTY DESCRIPTION," is attached to this Agreement and by Inis reference is made a part of this Agreement just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Agreement.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of INISCELLANEOUS 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 Landford respecting subordination of the claim or claims of Landford in favor of Lender shall extend to, include, and be enforceably by any transferse or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall be governed by and construed in accordance with the laws of the State of Origon. If Landford is other than an individual, any agent or other person executing this Agreement on behalf of Landford represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landford's behalf. Lender shall not be deemed to have waived any rights under his Agreement unass such waiver is in writing and signed by Lender. Without notice to Landford 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 colligors 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 at all not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent is subsequent instances where such consent is required.

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-LENDER ACKNOWLEDGMENT									
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country of Jackson	•	NOTARY PUBLIC - OREGON COMMISSION NO.020093							
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duly authorized by the Lender through its	board of director	rs or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or							
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On this signer (ittle) of Brilin's	Tower Drug & G	19 77. before the undersigned Notary Public personally appeared (Authorized life, Inc., and known to me to be an authorized agent of the corporation that executed the							
resolution of its board of directors, for I	he uses and purp	be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by poses therein mentioned, and on oath stated that he or she is authorized to execute this							
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This Exhibit A references that certain Landlord's Consent among Balin's fTower Dru; & Gifts, Inc. (lessee), Billy J. Skillington and Melvin L. Stewart (essors), and United States National Bank of Oregon (lender) dated October 31, 1994.

Page .

### Exhibit A

## REAL PROPERTY DESCRIPTION

#### PARCEL 1:

A portion of Tract 43, ENTERPRISE TRACTS, Klamath County Oregon, more particularly described as follows: Beginning at a poing on the West line of Tract 43, Enterprise Tracts in Klamath County, Oregon, which point is South 0 001 East 362.75 feet, and thence North 89 54' East, 30 feet from the section corner common to Sections 33 and 34, Township 38 South, Range 9 East of the Willamette Meridian; and Sections 3 and 4, Township 39 South, Range 9 East of the Willamette Meridian; thence North 89 54' East a distance of 250.0 feet; thence North 0 004' West a distance of 125.0 feet; thence South 89 54' West a distance of 250.0 feet to the West line of said Tract 43; thence South 0 004' East, along said West line, a distance of 125.0 feet to the point of beginning.

#### PARCEL 2:

A tract of land situated in Tract 43, Enterprise Tracts, in the NWLWW of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly descrited as follows: Beginning at a point on the West line of said Tract 43, said point being South 0 00% East a distance of 362.75 feet and North 89 54 last a distance of 30.0 feet from the Northwest corner of said Section 3; thence South 0 00% East along the Westerly 1 ne of said Tract 43 a distance of 70.0 feet; thence North 89 54 East a distance of 250.0 feet; thence North 0 00% West a distance of 70.0 feet to an iron pin; thence South 89 54 West a distance of 250.0 feet, more or less, to the point of beginning.

#### PARCEL 3:

A tract of land situate in Tract 43, ENTERPRISE TRACTS, in the NW4 NW4 of Silection 2, Township 39 South, Range 9 East of the Willamotte Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Tract 41, said point being South 0 00½ East a distance of 432.75 feet and North 89 54' East a distance of 30.0 feet from the Northwest corner of said Section 3; thence South 0 00½ East along the North 89 54' East a distance of 60.00 feet; tience North 89 54' East a distance of 50.0 feet thence North 0 00½ West a distance of 60.0 feet; thence South 89 54' West a listance of 250.0 feet, more or less to the point of beginning.

ALSO a tract of land satuated in Tract 43, ENTERPRISE TRACTS, in the NN4NW4 of Section 3, Township 39 South, Range 9 last of the Willamette Meridian, Klamath County, Oregon, more parties arly described as follows: Beginning at a point on the West line of said Tract 43, said point being South 0 00%! East a distance of 30.0 feet from the Northwest corner of said Section 3; thence South 0 00%! East along the Nosterly line of said Tract 43 a distance of 70.0 feet to the Northeasterly line of Pershing-Way; thence four 55 50%! East along the Northeasterly line of Pershing Way a distance of 302.15 feet to an iron pin; thence North 0 00%! West a distance of 240.39 feet; thence South 89 54! West a distance of 250.0 feet, more or less to the point of beginning.

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This Exhibit A references that certain Landflord's Consent among Balin's Tower Drug & Gifts, Inc. (lessee), Billy J. Skillington and Melvin L. Stewart (lessors), and United States National Bank of Oregon

Page 2

# Exhibit A

REAL PROPERTY DESCRIPTION CONT'D

SAVING AND EXCEPTING THERE ROM a portion described as follows:

Reginning at the Section corner, common to Sections 33 and 34,
Township 38 South, Range 9 E.W.M., and Sections 3 and 4, Township 39 South, Range 9, E.K.M., thence South 0°00'30" East along
the Section line 237.75 feet; thence North 89°54' East 30 feet to
right-of-way line of Tract 43 of Enterprise Tracts, which is the East
ginning; thence South 0°00'30" East along the West line of Tract
of Enterprise Tracts 325.0 feet to the Northeasterly right-of-wa
of Pershing Way: thence South 55°50'30" East along the Northeast
crly right-of-way of Pershing Way 12.08 feet; thence North 0°00'30"
West parallel to the West line of Tract 43, 331.80 feet; thence
South 89°54! West 10 feet to the point of beginning.

Al.SO, a trait of land situated in Tract 43, ENTERPRISE TRACTS, more particularly described as follows: Beginning at the section corner common; to Sections 33 and 34, Township 38 S., Range 9 E.W.M.; S4' E 40 feet; thence S. 0 00730" E. 237.5 feet to the point of beginning; tlener N. 8954' E. 240 feet; thence S. 0 00730" E. 237.5 feet to the point of feet; thence 3. 8954' W. 240 feet; thence N. 0 00730" W. 50 feet; thence S. 3954' W. 240 feet; thence N. 0 00730" W. 50 feet to the point of beginning.

A portion of Tract 43 of Enter rise Tracts, in Klamath County, Oregon, described as follows:

Beginning at a point on the West boundary line of Tract 43, Enterprise Trac:s, in Klamath County, Oregon, which point is S. 0 0014 E. 73 feet, and N. 89 54 E. 30 feet from the section corner common to Sections 33 and 34, Township 38 S. R. 9 E.W.M. 3. 0 00014 E. along the West line of said Tract 43, a distance of 289.75 feet; thence N. 89 54 E. along a line parallel to feet; thence S. 89 14 W. 250 feet; thence N. 00 0004 W 289.75 of beginning, being a portion of Tract 43, of Enterprise Tracts, containing 1.66 iccs; more or less.

initials

STATE OF OREG	ON: COUNTY OF	KLAMATH: ss.		. •	
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FEE \$25.00		Eve	n Biehn By Okeclene	County Clerk	•
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