

39763

46251

MTC  
LANDLORD'S CONSENTVol. m97 Page 19364Vol. m97 Page 32347

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
	03-17-1997	02-01-1999	0001	300	415	0833039	689	ATC/N

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Agency Lake Farms, Inc.  
P.O. Box 359  
Chiloquin, OR 97624

**Lender:** WESTERN BANK, a division of Washington Mutual Bank  
Klamath Falls Branch  
421 South 7th Street  
P.O. Box 665  
Klamath Falls, OR 97601-0322

THIS LANDLORD'S CONSENT is entered into among Agency Lake Farms, Inc. ("Borrower"), whose address is P.O. Box 359, Chiloquin, OR 97624; WESTERN BANK, a division of Washington Mutual Bank ("Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322; and Caljohoe Corp. ("Landlord"), whose address is 26800 Modoc Point Rd, Chiloquin, OR 97624. Borrower and Lender have entered into, or are about to 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 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 Agency Lake Farms, Inc..

**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 Accounts, Chattel Paper, General Intangibles, Inventory, Equipment, Crops, Farm Products, Livestock and Farm Equipment, including but not limited to See "Exhibit A" attached hereto and by this reference incorporated herein.  
Including, but not limited to: An Assignment of Rents dated March 17, 1997, for real property located at: 33250 S. Chiloquin Road, Chiloquin, OR 97624.

**Landlord.** The word "Landlord" means Caljohoe Corp.. 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 May 1, 1995, between Landlord and Borrower.

**Lender.** The word "Lender" means WESTERN BANK, a division of Washington Mutual Bank, 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 Klamath County, State of Oregon, commonly known as 26800 Modoc Point Rd., Chiloquin, OR 97624.

**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 Oregon. If Landlord is other than an individual, any agent or other person executing this Agreement on Landlord's behalf. Lender shall 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.

97 JUN 23 P2:02

97 OCT 1 P3:41

15-see

03-17-1997  
Loan No 0001

**LANDLORD'S CONSENT**  
(Continued)

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**32348**

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 17, 1997.

BORROWER:

Agency Lake Farms, Inc.

By: *James J. Gallagher*

James J. Gallagher, President

LANDLORD:

Cajohoe Corp.

x *Colin Mose*

Landlord's Signature

By: *Cynthia A. Gallagher*

Cynthia A. Gallagher, Secretary

LENDER:

WESTERN BANK, a division of Washington Mutual Bank

By: *David K. Walsh*

Authorized Officer

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

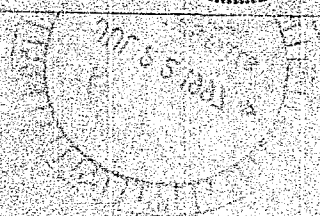
Filed for record at request of Western Bank  
of June A.D. 19 97 at 2:02 o'clock P. M., and duly recorded in Vol. 19364 day  
of Mortgages on Page 19364

FEE \$15.00

INDEXED

By: *Bernetha G. Leach*

Bernetha G. Leach, County Clerk





## Exhibit "A"

AGENCY LAKE FARMS, INC.  
Equipment List

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial No.</u>	<u>Value \$</u>
	Custom Ban Sprayer			\$ 4,000
	Johnson Bed Shaper			1,500
	Danal Chopper	12'		3,500
	Elmers Cultivator	8 Row		2,000
	Lilliston Cultivator	6 Row		1,500
	Marvin Cultivator Sled			1,500
	Martin Hiller	6 Row		1,500
	Various Implements			36,200
	Tye Paratiller	118-410	D-47232PT	6,500
	IHC 295 Planters			2,200
	Gaspardo Beet Planter			20,500
	J.D. Sugar Beet Thinner			2,600
	IHC 186 Tractor		8810	12,500
	IHC 186 Tractor		10810	12,500
	J.D. Tractor	4455	RW4455P01447	56,800
	J.D. Tractor			50,000
	Traveling 9 Row Big Gun & Mainline			10,000
TOTAL				\$245,300

Attached to Security Agreement dated March 17, 1997 and by this reference incorporated herein.

AGENCY LAKE FARMS, INC.


  
James J. Gallagher, President

  
Cynthia A. Gallagher, Secretary

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri Title the 1st day  
of October A.D., 19 97 at 3:41 o'clock P. M., and duly recorded in Vol. M97  
of Mortgages on Page 32347.

FEE \$15.00 Re-record

By  Bernetha G. Latsch, County Clerk