46553

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LANDLORD'S CONSENT

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
[illegible]	[illegible]	[illegible]	3101	300	[illegible]	[illegible]	680	[illegible]

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: David B. Oxley
Marganne W. Oxley
24550 S. Poe Valley Road
Klamath Falls, OR 97603

Lender: WESTERN BANK, a division of Washington Mutual Bank
Klamath Falls Branch
421 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0322

~~882-7726~~
884-3114

THIS LANDLORD'S CONSENT is entered into among David B. Oxley and Marganne W. Oxley ("Borrower"), whose address is 24550 S. Poe Valley Road, Klamath Falls, OR 97603; 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 Virgil and Artie Wells ("Landlord"), whose address is 7602 Ruby Drive S.W., Tacoma, WA 98498. 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.

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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 David B. Oxley and Marganne W. Oxley.

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 "B" attached hereto and by this reference incorporated hereto

Landlord. The word "Landlord" means Virgil and Artie Wells. 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 6, 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 The Wells Ranch, approximately 181 acres, west side of Harpold Raod near the town of Malin, Klamath Falls, OR 97603.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of ~~sixty (60)~~ 30 days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

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.

Please understand that Lender's rights are limited to approximately 2/3 of the crop or all of the crop only after lease payments are current.

Virgil Wells

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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 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 MAY 2, 1997.

BORROWER:

X ______________________________
David B. Oxley

X ______________________________
Marganne W. Oxley

LANDLORD:

Virgil and [illegible] Wells

X ______________________________
Landlord's Signature

LENDER:

WESTERN BANK, a division of Washington Mutual Bank

By: ______________________________
Authorized Officer

EXHIBIT B

1988 AMT Model 622 Scutter (John Deere 5 wheeler)	2,500
4 - 550 Gallon Fuel Tanks with stand	1,000
300 Gallon Fuel Tank	150
Independent 6' Scraper Blade, S/N 19169	250
Danuser Post Hole Digger Model F7	800
Case Utility Trailer	400
Case Utility Trailer	400
Towner 66 in. Box Scraper, S/N 1731	250
Hanson 200 Gallon Sprayer, PTO Pump w/15' Boom	2,000
Pepin 12' Flex Harrow	400
Towner 3 Point Tool Bar	150
Indusco Border Discs	300
Archer 18" Spike Tooth Drag	600
Ford 7" Siskle Mower, S/N 18307	500
Bush Hog MSD Spreader-Seeder, 12 Volt Electric	150
Towner 3 Point 9' Spring Tooth	150
IHC 10' Tandem Disc	250
5 Coil Shanks and Bar	150
Darf TV-13 Rake, S/N 5T364	3,500
Freeman 330T Baler, S/N 33538	15,000
New Holland 1065 Harrobed, S/N 1738	15,000
New Holland 912 Swather, S/N 166083	5,000
Freeman 330 Baler, S/N 34971	15,000
Darf 3 Wheel Hay Turner	700
2 Wheel Hay Turner	300
Hyster Hay Squeeze	15,000
Home Built Hay Squeeze	45,000
2 Wheel Pipe Trailer	500
John Deere 14' Chisel Plow, Model 100	1,600
John Deere 4 Bottom Plow, Model 4200	3,500
John Deere 15' Off Set Disc, S/N 1215F104	2,000
18' Spring Tooth Cultivator	2,000
International 12' Grain Drill, Model 10	1,500
12' Ring Roller Cultipack	1,200
5 Shank International Ripper	1,000
International 12' Grain Drill (Model 10 for parts)	400
12' Brillion Culti-mulcher	3,500
Brillion Alfalfa Seeder 12'	8,000
Be-Ge Land Plane	1,000
1974 4630 John Deere Tractor, S/N 007064R	13,500
1943 Model A John Deere Tractor, S/N 559230	1,200
1256 International Tractor	5,500
1086 International Tractor	13,500

Exhibit B
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Cornell 50 hp Pump, S/N 13479, Model 4WB040-2	2,500
Cornell 30 hp Pump, S/N 13524, Model 3CB30-2	1,400
Berkley 30 hp Pump, Model B32PL	1,400
4,200' 3" Aluminum Handline, (3" 30'Pipe)	1,680
6,080 6" Aluminum Mainline with Risers	14,592
2,640 8" Aluminum Mainline with Risers	8,448
3 Nelson Big Guns, Model 100-F	1,500
12 Quarter Mile Wheellines	42,000
TOTAL	$258,320

Attached to Security Agreement dated 5-2-97 and by this reference incorporated herein.

David B. Oxley

David B. Oxley

Marganne Winter Oxley

Marganne W. Oxley

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Western Bank the 7th day of October A.D., 19 97 at 2:49 o'clock P.M., and duly recorded in Vol. M97 of Deeds on Page 33008.

Bernetha G. Letsch, County Clerk

FEE $25.00 By Kathleen Ross