

65892

RECORDATION REQUESTED BY: '98 SEP -8 P3:29

Vol. m 98 Page 33045

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

**WHEN RECORDED MAIL TO:**

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

**SEND TAX NOTICES TO:**

Donna P. Nagy  
443 North Laguna Street  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**LANDLORD'S CONSENT**

THIS LANDLORD'S CONSENT is entered into among Donna P. Nagy ("Borrower"), whose address is 443 North Laguna Street, Klamath Falls, OR 97601; Washington Mutual Bank doing business as Western Bank ("Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322; and Melinda Woolley ("Landlord"), whose address is 700 Main Street, Klamath Falls, OR 97601. 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 Donna P. Nagy.

**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 and Fixtures**

**Landlord.** The word "Landlord" means Melinda Woolley. 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 August 21, 1996, between Landlord and Borrower.

**Lender.** The word "Lender" means Washington Mutual Bank doing business as Western 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 636 Main Street, Klamath Falls, OR 97601, and legally described as:

**Lot 8, Block 38 in town of Linkville now city of Klamath Falls.**

**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 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.

**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 AUGUST 21, 1998.**

**BORROWER:**

x Donna P. Nagy  
Donna P. Nagy

**LANDLORD:**

Melinda Woolley

x Melinda Woolley  
Landlord's Signature

**LENDER:**

Washington Mutual Bank doing business as Western Bank

By Quigley & Smith  
Authorized Officer

LENDER ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH ) SS



On this 21st day of August, 1998, before me, the undersigned Notary Public, personally appeared Bridgette Green and known to me to be the BUSINESS BANKING OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender. By Michelle Temple she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Michelle Temple Residing at 421 S. 7th St.  
Notary Public In and for the State of OREGON Klamath Falls, OR 97601  
My commission expires NOV. 11, 2001

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH ) SS

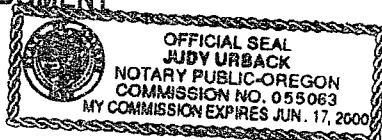


On this day before me, the undersigned Notary Public, personally appeared Donna P. Nagy, to me known to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of August, 1998  
By Michelle Temple Residing at 421 S. 7th St.  
Notary Public In and for the State of OREGON Klamath Falls, OR 97601  
My commission expires NOV. 11, 2001

LANDLORD ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this day before me, the undersigned Notary Public, personally appeared Melinda Woolley, to me known to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1 day of September, 1998  
By Judy Urback Residing at 5391 Running Rd.  
Notary Public In and for the State of Oregon June 17, 2000  
My commission expires

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1998 CFI ProServices, Inc. All rights reserved. [OR-E45 NAGY0001.LN C4.OVL]

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Washington Mutual Bank  
of September A.D., 1998 at 3:29 o'clock P M., and duly recorded in Vol. M98  
of Mortgages on Page 33045

FEE \$15.00

Bernetha G. Letsch, County Clerk  
By Bernetha G. Letsch

