

2008-004945

Klamath County, Oregon



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04/04/2008 08:25:28 AM

Fee: \$36.00

After Recording, Return To:

J. Chris Zukin

Meadow Outdoor Advertising

P.O. Box 331

The Dalles, OR 97058

NON-DISTURBANCE AGREEMENT

LENDER:

James R. Lancaster

LEASE HOLDER/GRANTEE

J R Zukin Corp., a California corporation, dba
Meadow Outdoor Advertising

OWNER/BORROWER:

K D M Enterprises Inc., an Oregon Corporation

The agreement is between LENDER and LEASE HOLDER.

On or about March 29, 2004, OWNER executed and delivered to LENDER a trust deed. The trust deed was recorded on April 19, 2004 in Book: M-04 Page: 22992 and re-recorded on May 26, 2005 in Book: M-05 Page: 38746 in the official records of Klamath County, Oregon, and created a lien on the following described real property:

The W 1/2 of the W 1/2 of the W 1/2 of Lot 1, Section 7, Township 29 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

CODE 008 MAP 2908-00700 TL 00400 KEY #88666

LENDER is the owner and holder thereof and the debt secured thereby.

GRANTEE occupies a portion of the above described real property pursuant to a lease as described in an instrument recorded on FEBRUARY 29, 2008 recorded as document number 2008-002557 in the official records of Klamath County, Oregon.

NOW, THEREFORE, for value received and sufficient consideration which the parties hereby acknowledge, LENDER, its successors, assigns or subsequent holders of the beneficial interest in the trust deed hereby covenant, consent and agree with GRANTEE that for so long as GRANTEE shall perform all its duties and obligations under the above described lease, no foreclosure of the trust deed and/or acquisition of title to the herein described property by LENDER or any other party shall serve as a termination of the lease herein described, which shall continue in full force and effect so long as GRANTEE shall perform its duties and obligations thereunder.

LENDER and GRANTEE agree that this Non-Disturbance Agreement shall terminate and be of no further effect when the trust deed is reconveyed or terminated of record. It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair LENDER'S trust deed, except as herein above expressly set forth.

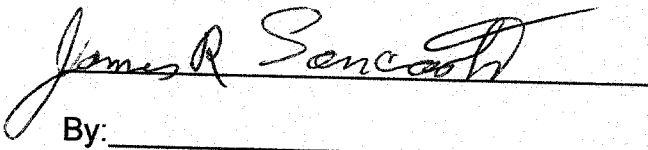
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In the event litigation is instituted to interpret or enforce the terms of this Non-Disturbance Agreement, including litigation pursuant to the Bankruptcy laws of the United States, the prevailing party shall be entitled, in addition to such other relief as a court may grant, to an award of reasonable attorneys fees and costs of action, whether at trial, or on appeal or review.

It is understood by LENDER and GRANTEE that this Non-Disturbance Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. In construing this agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations, other forms of business entities, and to individuals.

Dated:


LENDER: James R. Lancaster


By: _____

Printed Name: James R Lancaster

GRANTEE:

J R ZUKIN CORP., a California corporation
dba Meadow Outdoor Advertising

By: 

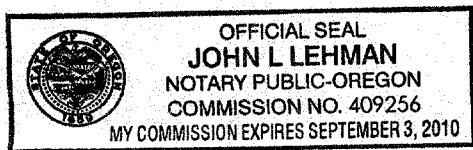
Printed Name: J. CHRIS ZUKIN

Title: VICE-PRESIDENT

[Notary Acknowledgements on Following Page]

STATE OF OREGON)
County of KLAMATH) ss

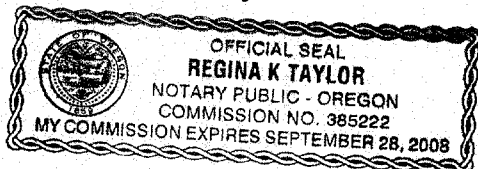
This instrument was acknowledged before me on this 7TH day of FEBRUARY, 2008 by
JAMES R. LANCASTER.



John L. Lehman
NOTARY PUBLIC for OREGON
My commission expires: SEPTEMBER 3, 2010

STATE OF OREGON)
County of WASCO) ss

This instrument was acknowledged before me on this 17th day of MARCH, 2008 by
J. CHRIS ZUKIN, the VICE PRESIDENT of JR ZUKIN CORP. DBA MEADOW on
behalf of such entity. OUTDOOR ADVERTISING



Regina K. Taylor
NOTARY PUBLIC for Oregon
My commission expires: 9-28-08