

2013-009541

Klamath County, Oregon



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Fee: \$57.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING RETURN TO -

Meadow Outdoor Advertising
Attn: Chris Zukin
PO Box 331
The Dalles, OR 97058

2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)

Non-Disturbance Agreement

3. DIRECT PARTY / GRANTOR and Address - Required by ORS 234(1)(b)

KENNETH J. WILSON, PO BOX 160, CHEMULT, OR 97731

4. INDIRECT PARTY / GRANTEE Names and Addresses - Required by ORS 205.234(1)(b)

J R ZUKIN CORPORATION, A CALIFORNIA CORPORATION DOING BUSINESS AS MEADOW
OUTDOOR ADVERTISING, ATTN: J. CHRIS ZUKIN, P. O. BOX 331, THE DALLES, OR 97058

**5. UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING
ADDRESS:**

NO CHANGE

**6. TRUE AND ACTUAL CONSIDERATION -
Required by ORS 93.030**

NOT APPLICABLE

**7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A LIEN
OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE - Required
by ORS 312.125(4)(b)(B): 168749**

After Recording, Return To:

J. Chris Zukin
Meadow Outdoor Advertising
P.O. Box 331
The Dalles, OR 97058

NON-DISTURBANCE AGREEMENT

ORIGINAL LENDER: South Valley Bank & Trust
CURRENT LENDER: Washington Federal
EASEMENT HOLDER/GRANTEE: J. R. Zukin corp., a California corporation, dba
Meadow Outdoor Advertising
OWNER/BORROWER: Kenneth J. Wilson

The agreement is between CURRENT LENDER and EASEMENT HOLDER.

On or about August 24, 2007, OWNER executed and delivered to ORIGINAL LENDER a trust deed. The trust deed was recorded on August 24, 2007 as document number 2007-15028 in the official Microfilm Records of Klamath County, Oregon. The document was modified on July 30, 2009 in Instrument No. 2009-10348. The document was again modified on April 27, 2010 in Instrument No. 2011-005241. Assignment of Rents was given as additional security to the Trust Deed and was recorded on August 24, 2007 in Instrument No. 2007-15029. These documents created a lien on the following described real property:

Township 27S., Range 08E. W.M., Section 21CC, Tax Lot #100
See Legal Description as attached Exhibit "A"

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

GRANTEE occupies a portion of the above described real property pursuant to an easement as described in a Grant of Easement recorded on August 2, 2013 recorded as document number 2013-008761 in the official records of Klamath County, Oregon.

NOW, THEREFORE, for value received and sufficient consideration which the parties hereby acknowledge, CURRENT 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 easement, no foreclosure of the trust deed and/or acquisition of title to the herein described property by CURRENT LENDER or any other party shall serve as a termination of the easement herein described, which shall continue in full force and effect so long as GRANTEE shall perform its duties and obligations thereunder.

LENDER and CURRENT 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 CURRENT LENDER'S trust deed, except as herein above expressly set forth.

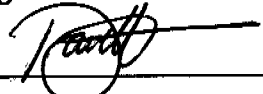
In the event litigation is instituted to interpret or enforce the terms of this Non-Disturbance Agreement, including litigation pursuant to the Bankruptcy laws of the United States, the prevailing party shall be entitled, in addition to such other relief as a court may grant, to an award of reasonable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

It is understood by CURRENT 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:

CURRENT LENDER:

Washington Federal


By: 

Printed Name: DAVID HUCKINS

Title: VICE PRESIDENT

GRANTEE:

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

By: 

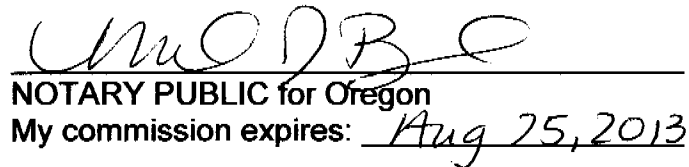
Printed Name: CHRIS ZUKIN

Title: PRESIDENT

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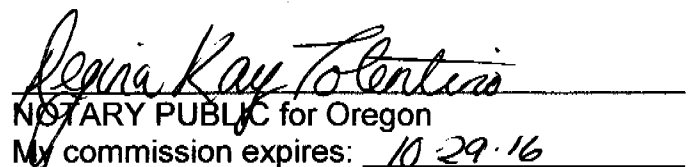


Exhibit "A"
Legal Description

A tract of land situated in Block 8, CHEMULT and in the SW1/4 SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of the Dalles-California Highway and the Northerly line of Block 8, CHEMULT; said point also being the Northwest corner of Block 8, CHEMULT; thence Northeasterly along the Northerly line of said Block, 150 feet to the true point of beginning; thence continuing Northeasterly along said Northerly line 151.5 feet to the Northeasterly corner of said Block; thence South 20°54' East along the Easterly line of said Block, 421.8 feet; thence South 70°36' West 312.8 feet to the Easterly right of way line of said highway; thence Northwest along said highway right of way line 272.2 feet; thence Northeasterly parallel to the Northerly line of said Block, 150 feet; thence Northwesterly parallel to said highway 150 feet to the point of beginning.