

105852

WHEN RECORDED MAIL TO:

KLICKITAT VALLEY BANK
TOHOMISH & WAUNA
P O BOX 279
WHITE SALMON, WA 98672

SEND TAX NOTICES TO:

JOHN C. GREEN and BECKY K. GREEN
14 CHENOWITH ROAD
UNDERWOOD, WA 98651

BOOK 110 PAGE 985

FILED FOR RECORD
SKAMANIA CO. WASH
BY MT. ADAMS TITLE

SEP 23 4 41 PM '88

AUDITOR
GARY H. OLSON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among JOHN C. GREEN and BECKY K. GREEN ("Borrower"), whose address is 14 CHENOWITH ROAD, UNDERWOOD, WA 98651; KLINKITAT VALLEY BANK ("Lender"), whose address is TOHOMISH & WAUNA, P O BOX 279, WHITE SALMON, WA 98672; and DELBERT D. & LOIS GREEN ("Landlord"), whose address is MP 1 CHENOWITH ROAD, UNDERWOOD, WA. 98651. 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:

Agreement. The word "Agreement" means this Landlord's Consent, together with all exhibits and schedules attached to this Landlord's Consent from time to time, if any.

Borrower. The word "Borrower" means JOHN C. GREEN and BECKY K. GREEN.

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:

1971 PARKETTE 24 X 36 MOBILE HOME EH08340HS1950UX

Lease. The word "Lease" means that certain lease of the Premises, dated _____, between Landlord and Borrower.

Landlord. The word "Landlord" means DELBERT D. & LOIS GREEN. 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.

Lender. The word "Lender" means KLINKITAT VALLEY BANK, its successors or 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 SKAMANIA County, State of Washington, commonly known as 14 L CHENOWITH ROAD, UNDERWOOD, WA. 98651.

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 Washington. 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. 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.

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LANDLORD'S CONSENT
(Continued)

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BORROWER AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND EACH AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 16, 1988.

BORROWER:

x John C. Green
JOHN C. GREEN

x Becky K. Green
BECKY K. GREEN

LANDLORD:

DELBERT D. & LOIS GREEN

x Delbert D. Green Lois Green
Landlord's Signature

LENDER:

Klickitat Valley Bank

By: Robert J. Hermanns
Authorized Officer