

Form 6.1 Consent and Waiver by Real Property Owner, Landlord, or Mortgagee**CONSENT AND WAIVER BY REAL PROPERTY OWNER,
LANDLORD, OR MORTGAGEE**

THIS CONSENT AND WAIVER made by the Owner, Landlord, or Mortgagee of real estate (the "Undersigned"), to [Lender's Name] ("Lender") in connection with a secured transaction between the Lender and [Debtor's Name] ("Debtor").

The Undersigned is the owner, landlord, or mortgagee of the premises located at [Location] (herein the "Premises"), and has leased all or part of the premises, or holds a mortgage on the premises leased to Debtor.

Pursuant to a Security Agreement between Lender and Debtor dated [Date] (the "Instrument"), and made a part hereof by reference, Debtor has agreed that the following described property (the "Collateral") will secure Debtor's obligations to the Lender:

[Description of collateral]

In order to induce Lender to enter into the Instrument, which Lender would not do without this Consent and Waiver, and for other valuable consideration, receipt of which is hereby acknowledged, the Undersigned agrees as follows:

1. Superior Claim. Undersigned recognizes and acknowledges that any claim or claims that Lender, or its assigns, has or may hereafter have in respect of any Collateral is superior to any lien, right or claim of any nature which the Undersigned now has or may hereafter have in respect of any Collateral by law, agreement or otherwise.
2. Waiver. Each and every right which the Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Undersigned or said Debtor, to levy or distrain upon for rent, in arrears, in advance, or both, or to claim or assert title to the aforesaid Collateral is hereby waived.
3. Personal Property. The Collateral shall remain personal property notwithstanding the manner or mode of the attachment of any Collateral to the Premises and shall not become fixtures.
4. After-Acquired Property. This agreement shall also apply to any of the above described Collateral which is already on the Premises, or may

hereafter be delivered or installed thereon, and are or may hereafter become subject to the aforementioned Instrument.

- 5. Entry. It is further agreed that Lender or its assigns or agents may in the event of default by the Debtor in the performance of any of the terms and conditions of the Instrument, remove the Collateral, or any part thereof, from the Premises, in accordance with the terms and conditions of the Instrument. The Undersigned will make no claim whatsoever to the Collateral or any interest or right therein, and Undersigned further agrees that it will grant Lender the Right of Entry at any reasonable time to remove said Collateral from the Premises.
- 6. Extensions. Lender, or its assigns may, without affecting the validity of this Consent and Waiver, extend the time of payment of any obligation of the Debtor or the performance of any of the terms and conditions of the Instrument, without the consent of the Undersigned and without giving notice thereof to the Undersigned.
- 7. Option by Lender to Assume Obligations. Upon written election to the Undersigned by Lender, Lender may assume the obligations of Debtor to the Undersigned and may perform the Debtor's obligations according to the terms of the Agreements creating such obligations, and the Undersigned agrees to accept the performance of such obligations by Lender.
- 8. Binding Effect. This Consent and Waiver shall inure to the benefit of the successors and assigns of the Lender and shall be binding upon the heirs, personal representatives, successors and assigns of the Undersigned.

Dated:_____

Seal: _____

By:_____

Title:_____

(Witness)