

69-1305
ASSIGNMENT OF RENTS - ADDITIONAL COLLATERAL SECURITY

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS under date of September 15, 1969 Equitable Savings and Loan Association, an Oregon Corporation, of Portland, Oregon, (hereinafter referred to as the assignee) agreed to make a loan of Twenty-seven thousand seven hundred and no hundredths (\$27,700.00) Dollars to MAURICE E. BERCOT and MILDRED ANN BERCOT, husband and wife,

(hereinafter referred to as the assignors) which loan is evidenced by assignor's note dated September 15, 1969 for Twenty-seven thousand seven hundred and no hundredths (\$27,700.00) Dollars and

interest payable in equal monthly payments of Two hundred thirty-six and twenty-eight hundredths (\$236.28) Dollars each, payable on the 15th day of each and every month, commencing with March, 1970, secured by a mortgage dated September 15, 1969, filed for record on September 30, 1969 as Document No. 35674, and recorded in Book 1169, Page 8404, thereof of the Mortgage Records of Klamath County, Oregon, and

WHEREAS the said assignors agree, in consideration of the making of the afore-said loan, to assign as additional collateral security the rent and income from the hereinafter described property:

NOW, THEREFORE, for and in consideration of the premises and the payment to the assignors of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, MAURICE E. BERCOT and MILDRED ANN BERCOT, husband and wife,

(the aforesaid assignors) hereby assign to the said assignee, or its assigns, all rents and revenues from the following described property: Those parts of tracts 8 and 9 and 10, Block 2, HOMELAND TRACTS, lying Easterly of Enterprise Irrigation Canal, Klamath County, Oregon,

and the assignors hereby expressly authorize and empower the said assignee, its agents or attorneys, at its election, without notice to the assignor (or their successors in interest) as agent for the assignor or assignors to take and maintain full control of said property and the improvements thereon; to oust tenants for non-payment of rent; to lease all of said property or any portion thereof in the name of the assignors on such terms as it may deem best; to make alterations or repairs it may deem advisable and deduct the cost thereof from the rents; to receive all rents and income therefrom and issue receipts therefor and out of the amount or amounts so received to pay the necessary operating expenses and to retain the usual charges for thus managing said property; and to apply on the aforesaid mortgage any amount due upon the debt secured thereby; to pay taxes, assessments and premiums on insurance policies, or renewals thereof, on said property, or amounts necessary to carry out any covenant in the said mortgage contained; the assignee herein to determine which items are to be met first; and to pay any surplus so collected to the owners of said property; and those exercising this authority shall be liable to the owners only for the amount collected hereunder and the accounting thereof and as to all other persons those exercising this authority are acting only as agent of the owners in the protection of the mortgagee's interest. In no event is the right to such management and collection of rents to affect or restrict the right of the mortgagee to foreclose the aforesaid mortgage according to its terms.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Dated this 15th day of September, A.D., 1969.

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

BE IT REMEMBERED, that on this 26th day of September, A.D., 1969, before me, the undersigned, a Notary Public in and for said county and state personally appeared the within named MAURICE E. BERCOT and MILDRED ANN BERCOT, husband and wife,

who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Gerald E. Waite
Notary Public for OREGON
My Commission expires 7/11/72

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84106A

Loan No.

ASSIGNMENT OF RENTS

Mortgagor

TO

Equitable Savings & Loan Association

Mortgagee

STATE OF OREGON,
County of Klamath

Filed for record at request of

Transamerica Title Ins. Co.

on this 30th day of September, 1969

at 3:46 o'clock P.M. and duly

recorded in vol. M-69 of Mortgages

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Wm. C. MILNE, County Clerk

Wm. C. Milne

Fee \$3.00

After recording please mail to . . .

Equitable Savings & Loan Association

1300 S.W. 6th Avenue

Portland, Oregon 97201