6730 10 PAGE 43561 VOL CONDITIONAL ASSIGNMENT OF RENTALS THIS AGREEMENT, Entered into this 30th day of _____July , 19 70. between ____H. Dean Mason and Joan C. Mason, husband and wife, and 6.9 Leonard E. McLaughlin and Darlene F. McLaughlin, husband and wife 5 hereinafter referred to as Owner, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF 11 <u>ب:</u> KLAMATH FALLS, a Federal Corporation, hereinafter referred to as Mortgagee. G 5 WITNESSETH:

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WHEREAS, Owner is the present owner in fee simple of property described as:

All of blocks 8 and 9 and lots 1, 2, 3, 4 and 5 in Block 10 of vacated Fairfield situate in SE 1/4 SW 1/4 Section 5 Township 39 South, Rango 9 E.W.M., Klamath County, Oregon. All of the vacated alloys running through said Blocks 8 and 9; all of vacated Heather (Sunrise) Street lying between Blocks 8 and 9; all of the North half of vacated Elk (Ailsa) Avenue between Green Springs Drive and Lilac (Kesterson) Street; the West half of vacated Lilac (Kesterson) Street adjoining Block 9 and the North half of vacated Elk Avenue; and the East half of vacated Lilac (Kesterson) Street adjoining Lots 1, 2, 3, 4 and 5 in Block 10; all in vacated Fairfield. Together with easement for a read right of way upon and across the Southerly 30 feet of vacated Ailsa Street from Greensprings Highway easterly to the easterly boundary of vacated Kesterson Street, all in FAIRFIELD ADDITION, Klamath County, Oregon.

in Klamath County, State of Oregon, and the mortgagee is owner and holder of a first mortgage covering said premises, which said mortgage is in the original principal sum of <u>134,000.00</u>, made by owner to mortgagee under date of <u>July 30, 197</u>; Jand

WHEREAS, Mortgagee, as a condition to making said loan and accepting said mortgage has required the execution of this assignment of the rentals of the mortgaged premises by owner.

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the owner to mortgagee and in consideration of the accepting of the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of One Dollar paid by mortgagee to owner, receipt of which is hereby acknowledged, the said owner does hereby sell, assign, transfer and set over unto mortgagee all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by the owner (mortgagor) under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any Assignment of Rentals - Page 1