

ASSIGNMENT OF LEASES AND RENTS

Edward H. Pietz and Gloria Pietz, husband and wife, Tod E. McClaskey and Maxine McClaskey, husband and wife, E. D. Vareldzis and Georgia Vareldzis, husband and wife, and Harry Bruss, an unmarried man

FOR VALUE RECEIVED by Vareldzis, husband and wife, and Harry Bruss, hereinafter designated the Assignor, of Portland, Oregon, hereinafter designated the Assignee, the from PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation, hereinafter designated the Assignee, the Assignor hereby assigns to the Assignee the lessor interest under any lease or rental agreement now existing or hereafter made affecting the property hereinafter described, or any part thereof, or any building or buildings on any part thereof, with the furniture, furnishings and equipment used in connection therewith, or any part thereof, now or hereafter to be located thereon, and all rents and other monies now due or hereafter to become due under express leases or agreements now existing or hereafter made, or otherwise for the use, occupancy or enjoyment of said property of any part thereof or any such building or buildings thereon.

The Assignor agrees to deliver to the Assignee on demand their executed copies of any and all such leases or rental agreements.

This assignment is made as additional security for the payment or performance of each and every obligation contained in or secured by that certain real mortgage or deed of trust dated March 10, 1972, executed by the Assignor herein as mortgagor or grantor and running in favor of the Assignee as mortgagee or beneficiary, and given to secure the payment of the sum of \$950,000.00 and recorded on the 17th day of March, 1971, in the office of the County of Klamath, Oregon, and covering the real property hereinafter described and personal property thereon.

The Assignor reserves the right, prior to any default in the payment or performance of any obligation secured hereby, to collect and retain such rents as they become due and payable but not otherwise. Upon any such default, the Assignee may at any time, without notice and without regard to the adequacy of the security for the obligation secured hereby, go upon and take possession of said described property, real and personal or any part thereof, and the Assignor shall peaceably surrender such possession to the Assignee on demand, and the Assignee may rent, lease or operate all or any part of said property, and may sue for or otherwise collect the rents or other monies hereby assigned, or any part thereof, and apply the same, less all reasonable costs and expenses of such renting or leasing operations, or collections, including reasonable attorney's fees on any items of indebtedness secured hereby or on the performance of any obligation or obligations so secured and in such proportion as the Assignee, in its uncontrolled discretion may determine. No action taken pursuant to any provision hereof shall be deemed to cure or waive any such default or invalidate any act done by reason of such default or to preclude the Assignee from the exercise of any remedy otherwise given for such default.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor the carrying out of any of the terms and conditions of said leases or agreements which shall be and remain the sole responsibility of the Assignor; nor shall it operate to make the Assignee responsible or liable for any dangerous or defective conditions of the premises, or for the management, upkeep, repair or control of said premises resulting in loss or injury or death of any tenant, licensee, employee, or stranger.

The real property herein referred to is described as:

Beginning at a 1/2 inch iron pin on the South line of the relocated right of way of the Klamath Falls-Lakeview Highway (South Sixth Street) which bears South 80°45' West a distance of 290.3 feet and South 0°06'30" West a distance of 11.82 feet from the Northeast corner of the NW 1/4 SE 1/4 of Section 3 Township 39 South, Range 9 E.W.M.; said iron pin also being the Northwest corner of parcel of land conveyed to the United States National Bank of Portland by deed recorded in Vol. 293, page 435, Deed records of Klamath County, Oregon; thence North 89°58'30" West along said re-located right of way line, a distance of 100.0 feet to an iron pin and the true point of beginning of this description; thence South 0°06'30" West parallel with the West line of said United States National Bank parcel a distance of 150.0 feet to an iron pin; thence South 89°58'30" East parallel to the South line of said re-located highway right of way a distance of 100.0 feet to an iron pin on the West line of said United States National Bank parcel; thence South 0°06'30" West along said West line a distance of 30.0 feet to a 5/8 inch iron pin marking the Southwest corner of said parcel; thence South 02°55' East a distance of 329.18 feet, more or less, to a 5/8 inch iron pin on the Northeasterly right of way line of the same; thence North 67°15' West along said line a distance of 100.0 feet, more or less, to the

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IN WITNESS WHEREOF, the Assignor has executed this instrument at Portland, Oregon on this 10th day of March, 1972.

Edward H. Pietz
Edward H. Pietz
Tod E. McClaskey
Tod E. McClaskey
E. D. Vareldzis
E. D. Vareldzis
Harry Bruss
Harry Bruss

Gloria Pietz
Gloria Pietz
Maxine McClaskey
Maxine McClaskey
Georgia Vareldzis
Georgia Vareldzis

203-1-101268-0
**ASSIGNMENT
 OF LEASES
 AND RENTS**

Edward H. Pietz, et al

To:

Pacific First Federal Savings and
Loan AssociationSTATE OF OREGON,
County of Klamath
Filed for record at request of

Klamath County Title Co.

on this 17 day of March A.D. 1972

at 2:20 o'clock P.M. and do:

recorded in Vol. M72 of Mortgages

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Wm D. MILNE, County Clerk

By *[Signature]* Deputy

FEE \$2.00

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Mail To
Pacific First Federal Savings
and Loan Association

801 S. W. 6th AVE., PORTLAND, ORE. 97204

INDIVIDUAL ACKNOWLEDGEMENT

State of OREGON

County of Multnomah

} ss.

☐ On this 13th day of March, 1972, personally appeared before me ~~Edward H. Pietz~~ Gloria Pietz,
~~Tod E. McClaskey~~ Maxine McClaskey, ~~Edward H. Pietz~~ Georgia Vareldzis & Harry Bruss
 to me known to be the individual(s) described in, and who executed, the within and acknowledged that they signed the same as their
 free and voluntary act and deed, for the uses and purposes therein mentioned. IN TESTIMONY WHEREOF, I have hereunto set my hand and
 official seal the day of this instrument first above written.

Notary Public for the State of Oregon

My Commission Expires 3/17/72

Residing at Portland,

STATE OF OREGON,

County of Multnomah

} ss.

BE IT REMEMBERED, That on this 10th day of March, 1972,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
 named Edward H. Pietz and Tod E. McClaskey

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

[Signature]
 Notary Public for Oregon
 My Commission expires 3/17/72

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Multnomah

} ss.

BE IT REMEMBERED, That on this 15th day of March, 1972,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
 named E. D. Vareldzis

known to me to be the identical individual described in and who executed the within instrument and
 acknowledged to me that he executed the same freely and voluntarily.

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

[Signature]
 Notary Public for Oregon
 My Commission expires 3/17/72

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Klamath Falls # A-20982

293-1-101258-0
**ASSIGNMENT
OF LEASES
AND RENTS**

To: Edward H. Pietz, et al

To:

Pacific First Federal Savings and
Loan Association

STATE OF OREGON

Filed for record at request of

Klamath County Title Co.

On the 17 day of March A.D. 1972

at 2:20 o'clock P.M. and du

recorded in Vol. 172 of Mortgage

Page 2908

W.D. MILNE, County Clerk

By *[Signature]* Deputy

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DN

Mail To

Pacific First Federal Savings

and Loan Association

801 S. W. 6th AVE. PORTLAND, ORE. 97204

2910

State of OREGON

County of Multnomah

On this 13th day of March

~~Maxine McClaskey~~ Maxine McClaskey

to me known to be the individual (s) described in

free and voluntary act and deed, for the uses and

official seal the day of this instrument first above

My Commission Expires 3/17/72

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 10th day of March 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Edward H. Pietz and Tod E. McClaskey

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

Notary Public for Oregon

My Commission Expires 3/17/72

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEES LAW FIRM, P.C., PORTLAND, ORE.

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 15th day of March 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. Varadzi

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Notary Public for Oregon

My Commission Expires 3/17/72

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEES LAW FIRM, P.C., PORTLAND, ORE.

2910

Wm D. MILNE, County Clerk

By *[Signature]* Deputy

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DN

Mail To

Pacific First Federal Savings

and Loan Association

801 S. W. 6th AVE. PORTLAND, ORE. 97204

INDIVIDUAL ACKNOWLEDGEMENT

SS.

On this 19th day of March 1972, personally appeared before me ~~Edward H. Pietz~~ Gloria Pietz, ~~Maxine McClaskey~~ Maxine McClaskey, ~~Georgia Varadzi~~ Georgia Varadzi & Harry Bruss

and who executed the within and acknowledged that they signed the same as their

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Notary Public for the State of Oregon

Residing at Portland,

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Notary Public for the State of Oregon

Residing at Portland,

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