

ASSIGNMENT OF LEASE AND AGREEMENT

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of July 31, 1972, (herein, together with all amendments and supplements hereto, called this Agreement) from **HELEN RENA MITTLEMAN, an individual,**

(hereinafter called the Assignor), whose address is 710 Southwest Madison Street, Portland, Oregon 97205, to NATIONAL MORTGAGE CO. (herein called the Assignee), having an office at 305 Southwest Fourth Avenue, Portland, Oregon 97204.

Hoyt Corporation and Harry Mittleman are borrowing certain sums of money from the Assignee and in order to evidence such borrowing are executing and delivering to Assignee a 7-1/2% Promissory Note (herein called the Note). The Note is secured by a Mortgage dated July 31, 1972 (herein, together with all amendments and supplements thereto, called the Mortgage), to National Mortgage Co.

The Mortgage creates a prior security interest on the real property described in Schedule A hereto and on the improvements thereon (herein called the Leased Premises), subject to Permitted Encumbrances set forth in Exhibit A.

Hoyt Corporation and Harry Mittleman are acquiring certain real property with the proceeds received by them through the sale of the Note and are being leased by Hoyt Corporation and Harry Mittleman to the Bank of California, National Association under the Lease referred to in the Assignment of Lease and Agreement dated July 31, 1972.

In order to induce the Assignee to purchase the Note, Assignor is entering into the undertakings herein set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, in furtherance of the covenants of the Mortgage and as security

JUL 23 2 25 PM 1972

for the payment of the principal of and premium, if any, and interest and all sums payable on the Note, and of all sums payable under the Mortgage, and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Assignee all of the Assignor's estate, right, title and interest as Lessor under a lease of the Leased Premises, dated as of June 1, 1972 (herein together with all amendments and supplements thereto, called the Lease), between the Assignor, as Lessor, and The United States National Bank of Oregon, LESSEE, together with all rights, powers, privileges, options, and other benefits of the Assignor as Lessor under the Lease, including but not by way of limitation, (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable to or receivable by the Assignor as Lessor under the Lease or any of the provisions thereof, whether as rents or as the purchase price of the Assignor's interest in the Leased Premises or otherwise (except sums payable directly to any person other than the Lessor thereunder); provided however, the Assignee shall not exercise its rights under this subparagraph 1(i) unless Assignor is in default in the Mortgage; (ii) the right to accept or reject any offer by the Lessee to purchase, and the right to require the Lessee to purchase, the Assignor's interest in the Leased Premises, or any part thereof (provided that such acceptance or rejection shall not be prohibited by the terms of the Mortgage, and the Assignor shall have the right to make payment in full of the loan balance attributable to the Leased Premises involved in lieu of accepting the Lessee's offer to purchase); (iii) if the Lessee exercises any right, or if the Lessee is required to purchase the Assignor's interest in the Leased Premises, the right and power (coupled with an interest) to execute and deliver, as agent and attorney-in-fact of the Assignor, an appropriate deed and other instruments necessary for such conveyances; (iv) the right

to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to such purchase and conveyance; (v) the right to make all waivers and agreements; (vi) the right to give all notices, consents and releases; (vii) the right to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or by law; and (viii) the right to do any and all things whatsoever which the Assignor or any Lessor is or may become entitled to do under the Lease. Notwithstanding any other provision of this Agreement, any condemnation awards and insurance proceeds received by the Assignee shall be made available as provided in the Lease.

2. The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of the Lease nor shall any of the obligations contained in the Lease be imposed upon the Assignee. Upon the payment of the principal of and premium, if any, all accrued interest on the Note and of all other sums payable on the Note and under the Mortgage, and the performance and observance of the provisions thereof, then (if no Event of Default shall have occurred and be continuing under the Mortgage), said assignment and all rights herein assigned to the Assignee shall cease and terminate and all the estate, right, title and interest of the Assignor in and to the above-described assigned property shall revert to the Assignor, and the Assignee shall, at the request of the Assignor, deliver to the Assignor an instrument in recordable form cancelling this Agreement and re-assigning to the Assignor the above-described assigned property.

3. The Assignor hereby designates the Assignee to receive copies of all notices, undertakings, demands, statements, documents and other communication which the Lessee is required or permitted to give, make, deliver to or serve upon the Lessor under the Lease, and the Assignor hereby directs the Lessee to deliver to the Assignee at its address set forth above, or at

such other address as the Assignee shall designate, duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications.

4. The Assignor represents to the Assignee that the Lease is in full effect and is not in default, and the Assignor represents to the Assignee that the Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Assignee.

5. The Assignor agrees that said assignment and the designation and direction to the Lessee hereinabove set forth are irrevocable, and that it will not, while said assignment is in effect or thereafter until the Lessee has received from the Assignee notice of the termination thereof, take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Assignor will from time to time, upon the request of the Assignee, execute all instruments of further assurance and all such supplemental instruments as the Assignee may specify.

6. The Assignor agrees that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the consent thereto in writing of the Assignee, and that any attempted subordination, amendment, modification or termination without such consent shall be void. In the event that the Lease shall be amended as herein permitted, the Lease as so amended shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8284

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed as of the date first above set forth.

NATIONAL MORTGAGE CO.

By J. K. Hall
ASSIGNEE

Helen Rena Mittleman
Helen Rena Mittleman
ASSIGNOR

STATE OF OREGON)
County of Multnomah) ss.

July 22, A.D., 1972.

Personally appeared HELEN RENA MITTLEMAN, who being duly sworn did say that she is the individual named above and this instrument was signed by her and acknowledged to be her voluntary act and deed.

Before me:

Harold Brown
Notary Public for Oregon
My Commission Expires: 3/21/74

EXHIBIT A

(Klamath Falls Branch - Helen Rena Mittleman)

The following described real property situate in Klamath County, Oregon:

Beginning at the intersection of the Southerly line of Main Street and Westerly line of 8th Street being the most Northerly corner of Lot 8 in Block 39, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon; thence Southwesterly along the Northerly line of Lots 8 and 7 a distance of 39 feet 3 inches; thence at right angles to said Southerly line of Main Street a distance of 112 feet, more or less, in a Southeasterly direction to the Northerly line of the alley through the center of said Block 39; thence at right angles to the last course in a Northeasterly direction along the North line of said alley to its intersection with the Westerly line of 8th Street; thence Northwesterly along the Westerly line of 8th Street 112 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM a strip of land 5 feet wide off the Easterly side of said Lot 8 conveyed to the City of Klamath Falls, Oregon, for the sole and exclusive purpose of widening the sidewalk on the Easterly side of said Lot 8 (on 8th Street) by deed dated April 12, 1937, and recorded May 13, 1937, in Volume 109 of Deeds, page 237.

subject to

1. Reservations and restrictions contained in deed from Standard Holding Company of Nevada, a corporation, to The United States National Bank of Portland, a corporation, dated May 18, 1937, recorded May 18, 1937, Deed Records of Klamath County, Oregon, as follows: "...except that if the footing under the walls of the Williams Building, adjoining the premises above described on the Westerly side, extend over onto the above described premises (below the ground level), the grantee, its successors and assigns, shall allow such footings to remain in their present position as long as such building stands and also except that the grantor and its predecessors in interest have voluntarily widened the sidewalk on the Main Street side of the property and allowed the public to travel on such widened sidewalk."

2. Interest of the United States National Bank of Oregon, lessee, as disclosed by a Memorandum of Lease recorded June 2, 1972 in Volume M72 page 5820, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE

this 28th day of JULY A. D., 1972 at 2:46 o'clock P.M., and duly recorded in Vol. M. 72, of DEEDS on Page 8280

FEE \$ 12.00

WM. D. MILNE, County Clerk

By

Wagel Dragel