Z 8-3505 Loan 10-21-000577-07 59299 ASSIGNMENT OF RENTS-ADDITIONAL COLLATERAL SECURITY KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS under date of September 15, 1972 EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon Corporation, of Portland, Oregon, (hereinafter referred to as the as-EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon Corporation, or Fortiand, Oregon, (neternated to as the assignee) agreed to make a loan of Twenty one thousand eight hundred and no hundredthas 21,800.00) Dollars to MELVIN L. STEWART and MARY LOU STEWART, husband and wife, W. ALAN EOWKER and LENIS BOWKER, husband and wife referred to as the assignors) which loan is evidenced by assignor's note dated September 15, 1972
referred to as the assignors) which loan is evidenced by assignor's note dated September 15, 1972
referred to as the assignors) which loan is evidenced by assignor's note dated September 15, 1972
referred to as the assignors) which loan is evidenced by assignor's note dated September 15, 1972 (\$21,800.00 ) Dollars and interest payable in equal monthly payments of One hundred sixty eight and twenty seven hundredths day of each and every month, commencing with November 20, 19, 72, secured by a mortgage dated September 15

> KLAMATH , thereof of the Mortgage Records of WHEREAS the said assignors agree, in consideration of the making of the aforesaid loan, to assign as additional collateral security the rent and income from the hereinafter described property:

as Document No.

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,

(the aforesaid assignors) hereby assign to the said assignce, or its assigns, all rents and revenues from the following described

property: Lot 1, GRACE PARK, Klamath County, Oregon.

1972, filed for record on

<del>-</del> <u>:</u>

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 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; 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 overplus 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 those exercising this authority shall be liable to the owners only for the amount collected hereunder and the accounting thereof and sto all other persons those exercising this authority are acting only as agent of the owners in the protection of the mortgages interest. In no event is the right to such management and collection of rents to affect or restrict the right of the mortgage interest. In no event is the right to such management and collection of rents to affect or r

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.

day of September Dated this 15th

many Low Stewart Mary Low Stewart

, and recorded in Book

OREGUN

OREGON

W. Alan Bowker

Shin Awdin

Lenis Bowker

BE IT REMEMBERED, that on this 28th day of September, A.D., 1972, before me, the undersigned, a Notary Public in and for said county and state personally appeared the within named MEIVIN L. STEWART and MARY LOU STEWART, husband and wife, W. ALAN BOWKER and LENIS BOWKER, 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.

Notary Public for OREGON

My Commission expires. March 1,1976

STATE OF

COUNTY OF

11644 Filed for record at request of TRANSAMERICA TITLE INS. CO

OCTOBER

A. D. 19.72 at Loclock P. M., and STATE OF OREGON; COUNTY OF KLAMATH; SS. FEE \$ 4.00 EQUITABLE SAVINGS & LOAN ASSOCIATION ASSIGNMENT OF RENTS 1300 S.W. 6 14 aug. EQUITABLE SAVINGS & LOAN
ASSOCIATION
PORTIAND, OREGON 97201