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10-21-000648-00

## Vol. 73. Page 5776 ASSIGNMENT OF RENTS-ADDITIONAL COLLATERAL SECURITY

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS under date of May 4, 1973 EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon Corporation, of Portland, Oregon, (hereinafter referred to as the as-(\$ 45,000.00 ) signee) agreed to make a loan of Forty five thousand and no hundredths Dollars to DAVID C. MEEKS and BETTY J. MEEKS, husband and wire, JACK HUBBARD and CAROL (hereinafter

HUBBARD, husband and wife. referred to as the assignors) which loan is evidenced by assignor's note dated May 4, 1973 for Forty five thousand and no hundredths (\$ 45,000.00 ) Dollars and

interest payable in equal monthly payments of Three hundred fifty four and eighty one hundredths (\$ 354.81 ) Dollars each, payable on the 5th day of each and every month, commencing with November 5, 1973, secured by a mortgage/444/64/fr/4 dated May 4,

as Document No. County, 19 73, filed for record on 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: KLAMATH

security the tent and income from the nerematter 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, DAVID C. MEEKS and BETTY J. MEEKS, husband and wife, JACK HUBBARD and CAROL HUBBARD, husband and wife Ξ 乤

(\*?) (the aforesaid assignors) hereby assign to the said assignee, or its assigns, all rents and revenues from the following described property: Lots 3 and 4 of Block 9, RIVERSIDE ADDITION TO THE CITY OF KLAMATH FALLS, - Klamath County, Oregon.

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and the assignors hereby expressly authorize and empower the said assignce, 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 thereof from the rents; to receive all rents and income therefrom and issue receipts therefor and out of the amount or amounts so 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 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 as to all other persons those exercising this authority are acting only as agent of the owners in the protection of the mortgage gee's interest. In no event is the right to such management and collection of rents to affect or restrict the right of the mortgage 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

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. A.D. 1973 day of May **L**th Dated this

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OREGON STATE OF KLAMATH COUNTY OF

David C. Meeks Neles Meeks Jack. Hubbard ..... Cerol Hubbard 19 73, before me,

BE IT REMEMBERED, that on this If day of Max AD, 1973, before me, AD, 1974, before me, AD, 1974, before me, AD, 1974, before me, AD, 1974, before me, AD, and BETTY J. MEEKS, husband and wife, JACK HUBBARD and CAROL HUBBARD, 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.

