

28-5097

79012

ASSIGNMENT OF LEASE Vol. 72 Page 9125

KNOW ALL MEN BY THESE PRESENTS: That MORTON H. ZATUTSKY

hereinafter referred to as the Assignor (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Assignor by UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereby sells, assigns, transfers and sets over unto said Bank, its successors and assigns, all of said Assignor's right, title and interest in and to that certain lease dated the 7th day of February, 1973, by and between the Assignor, as Lessor, and VOLUME FAMILY SHOES #742 CO., INC., as Lessee, an executed copy of which is attached hereto and made a part hereof, covering the following premises in the City of Klamath Falls, County of Klamath, State of Oregon, to-wit:

The following described real property in Klamath County, Oregon.

A tract of land situated in the SE 1/4 of the NW 1/4 of Section 3 Township 39 South Range 9 East of the Willamette Meridian, Oregon, and more particularly described as follows:

Beginning at the Northwest corner of said Section 3, thence South 00° 00 1/2' East along the Westerly boundary of Section 3 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Klamath Falls-Lakeview Highway, also known as South Sixth Street as the same is now located and constructed, said parallel line being the Northerly right-of-way line of said Highway; thence South 55° 52 1/2' East along said right-of-way line 2392.4 feet to the true beginning point of this description from which a concrete nail embedded in the concrete sidewalk bears South 34° 07 1/2' West 10.0 feet; and running thence at right angles to the said South Sixth Street North 34° 07 1/2' East 117.0 feet to an iron bar on the North line of Tract "G" of the resubdivision of Enterprise Tract No. 24; thence South 89° 41' 30" East along said North line 63.0 feet to an iron pipe which is the Northeast corner of said Tract "G"; thence South 00° 21' 40" West along the East line of said Tract "G" 182.93 feet to said northerly line of South Sixth Street from which a lead plug with a hub tack bears South 00° 21' 40" West 12.02 feet; thence North 55° 52 1/2' East along said Northerly line 154.11 feet to the point of beginning.

STATE OF OREGON

County of Multnomah

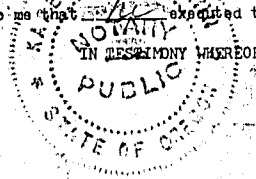
ss.

LESSOR

THIS IS TO CERTIFY that on this 10th day of July, 1973, before me, the undersigned, a notary public in and for said County and State appeared the within named

Morton H. Zatutsky known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Carroll S. Goldmann
Notary Public for Oregon
My commission expires: 1/30/75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

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

this 17th day of JULY A. D., 1973 at 3:35 o'clock P.M., and duly recorded in Vol. M 73 of MORTGAGES on Page 9125

FEE \$ 4.00

WM. D. MILNE, County Clerk

By Hazel Drayton

9126

together with the right to collect and receive all moneys due and to become due under the terms of said lease, or any extensions or renewals thereof.

This assignment is executed and delivered to said Bank as additional collateral security for a loan made to said Assignor by said Bank contemporaneously herewith and any renewal or renewals thereof and as security for any further advances made to said Assignor by said Bank, and it is understood and agreed that the Assignor shall continue to perform all of the obligations imposed upon the Assignor as Lessor by the provisions of said lease and that said Bank by its acceptance of this assignment and the receipt of payments from the Lessee assumes no responsibility whatsoever with respect to the performance of such obligations and the Assignor hereby agrees to hold said Bank harmless from any and all claims that may arise as a result of the Assignor's failure to comply with the obligations imposed upon said Assignor as Lessor by the provisions of said lease.

It is further understood and agreed that the Lessee shall continue to make the rental payments to the Lessor strictly at the times and in the amounts specified in said lease until such time as said Bank shall, in writing, notify the Lessee that all further rental payments are to be made to said Bank, and all rental payments made to said Bank after such notice shall constitute payments duly made under the provisions of said lease.

No prepayment of rental whatsoever shall be made by the Lessee to the Lessor nor shall any such prepayment be accepted by the Lessor, at any time without the prior written consent of said Bank.

As a further consideration for the loan hereinabove referred to, the Assignor further covenants and agrees with the Bank that while this assignment is in full force and effect the Assignor, as Lessor, will not exercise any rights to terminate said lease under and by virtue of the provisions thereof or to amend the same without first obtaining the written consent of the Bank so to do.

Executed in triplicate this 10th day of July, 1923.

Morton H. Zalutsky
LESSOR

STATE OF OREGON }
County of Multnomah } ss.

THIS IS TO CERTIFY that on this 10th day of July, 1923, before me, the undersigned, a notary public in and for said County and State appeared the within named

Morton H. Zalutsky,
known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Karen S. Goldmann
Notary Public for Oregon
My commission expires: 1/31/25

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.
this 17th day of JULY A. D., 1923 at 3:35 o'clock P.M., and duly recorded in
Vol. M 73, of MORTGAGES on Page 9125

FEF \$ 4.00

By WM. D. MILNE County Clerk
Wazil Dragil