

86779
86843

Vol. *M* Page 3364

Loan No. 10-21-000770-04

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ASSIGNMENT OF RENTS-ADDITIONAL COLLATERAL SECURITY

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS under date of March 8, 1974
EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon Corporation, of Portland, Oregon, (hereinafter referred to as the as-
signee) agreed to make a loan of twenty eight thousand five hundred and no hundredths \$28,500.00)
Dollars to ROBERT E. HALL and PEGGY HALL, husband and wife

(hereinafter referred to as the assignors) which loan is evidenced by assignor's note dated March 8, 1974
for Twenty eight thousand five hundred and (\$28,500.00) Dollars and

no hundredths interest payable in equal monthly payments of Two hundred thirty four and thirty two hundredths (\$234.32) Dollars each, payable on the 20th

day of each and every month, commencing with September 20, 1974, secured by a ~~deed~~ deed of trust dated March 8, 1974 filed for record on March 13, 1974 as Document No. 86778, and recorded in Book M74 Page 3362, thereof of the Mortgage Records of Klamath County, Oregon, and

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:

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, ROBERT E. HALL and PEGGY HALL, husband and wife

(the aforesaid assignors) hereby assign to the said assignee, or its assigns, all rents and revenues from the following described property: A portion of Lots 9 and 10, Block 96 BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:

Beginning at the Northwesterly corner of said Lot 9; thence N. 61 degrees 51 minutes 30 seconds E, along the northerly line of said Lot 9, a distance of 49.74 feet; thence S. 21 degrees 18 minutes 34 seconds E, a distance of 138.79 feet, to a point on the South-
erly line of said lot 10; said point being N. 80 degrees 37 minutes 30 seconds E, a distance of 18.00 feet from the Southwesterly corner of said Lot 10; thence S. 80 degrees 37 minutes 30 seconds W, along the Southerly line of said Lots 9 & 10, a distance of 75.13 feet to the Southwesterly corner of said Lot 9; thence N. 09 degrees 22 minutes 30 seconds W, along the Westerly line of Lot 9, a distance of 119.58 feet to the point of beginning.

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 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 mortgagee's interest. In no event is the right to such management and collection of rents to affect or restrict the right of the mortgagee 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 applicable to all genders.

Dated this 8th day of March, A.D., 19 74

STATE OF Oregon }
COUNTY OF Klamath }

Robert E. Hall Robert E. Hall

Peggy Hall Peggy Hall

BE IT REMEMBERED, that on this 12th day of March, A.D., 19 74, before me,
the undersigned, a Notary Public in and for said county and state personally appeared the within named ROBERT E. HALL

My Commission expires March 1, 1976

L-530 (3-72)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 13th day of MARCH, A. D., 19 74 at 3:50 o'clock P.M., and duly recorded in

Vol. M 74 of MORTGAGES on Page 3364

FEE \$ 4.00

INDEXED

WM. D. MILNE, County Clerk

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By *[Signature]*

Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss. re-recorded to correct inst. no - volume & page

Filed for record at request of KLAMATH COUNTY TITLE CO

this 14th day of MARCH, A. D., 19 74 at 4:26 o'clock P.M., and duly recorded in

Vol. M 74 of MORTGAGES on Page 3429

Dollars to ROBERT E. HALL and PEGGY HALL, husband and wife

(hereinafter

referred to as the assignors) which loan is evidenced by assignor's note dated March 8, 1974

for Twenty eight thousand five hundred and

no hundredths

(\$ 28,500.00) Dollars and

interest payable in equal monthly payments of Two hundred thirty four and thirty two hundredths

(\$ 234.32) Dollars each, payable on the 20th

of each and every month, commencing with September 20, 1974, secured by a deed of trust dated March 8,

1974, filed for record on March 13, 1974 as Document No. 86778

and recorded in Book M74

3362, thereof of the Mortgage Records of Klamath County, Oregon, and

WHEREAS the said assignors agree, in consideration of the making of the aforesaid loan, to assign as additional collateral the rent and income from the hereinafter 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, ROBERT E. HALL and PEGGY

husband and wife

and its assigns, all rents and revenues from the following described property: VISTA ADDITION to the City of Klamath

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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 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 mortgagee's interest. In no event is the right to such management and collection of rents to affect or restrict the right of the mortgagee 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 applicable to all genders.

Dated this 8th day of March, A.D., 1974

STATE OF Oregon
COUNTY OF Klamath

ss.

Robert E. Hall
Peggy Hall

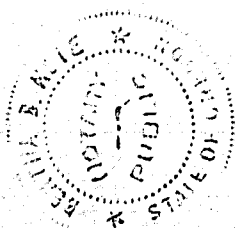
Robert E. Hall

Peggy Hall

BE IT REMEMBERED, that on this 12th day of March, A.D., 1974, before me, the undersigned, a Notary Public in and for said county and state personally appeared the within named ROBERT E. HALL and PEGGY HALL, 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 OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 13th day of MARCH A.D., 1974 at 3:50 o'clock P.M., and duly recorded in

Vol. M 74, of MORTGAGES on Page 3364

FEE \$ 4.00

INDEXED

WM. D. MILNE, County Clerk

By Hazel Drayton Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss. re-recorded to correct inst. no - volume 3 page

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this 14th day of MARCH A.D., 1974 at 4:26 o'clock P.M., and duly recorded in

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FEE \$ 4.00

WM. D. MILNE, County Clerk

By Hazel Drayton Deputy