-10484\MC#1585 19251 CONDITIONAL ASSIGNMENT OF RENTALS 22307 THIS AGREEMENT, Entered, into this _29th day of November_, 24421 ROD E. TRAVIS between hereinafter referred to as Owner, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, A Federal Corporation, hereinafter referred to as Mortgagee. WITNESS\ETH: WHEREAS, Owner is the present owner in fee simple of property described as: Ē (see attached) EXHIBIT "A" This document is being re-executed, re-notarized and re-recorded for the purpose of changing the legal description. 盃 IB Klamath County, State of Oregon, and the mortgagee is owner and holder of a first mortgage covering said premises, which said mortgage is in the Ariginal principal sum of 238,000.00 ___, made by owner to mortgagee under the date of November 29, 1976; and WHEREAS, Mortgagee, as a condition to making said loan and accepting said mortgage has required the execution of this assignment of the rentals of the mortgage premises by owner. NOW, THEREFORE, in order further to secure the payment of the indebtedness of the owner to mortgagee and in consideration of the accepting of the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of One Dollar paid by mortgagee to owner, receipt of which is hereby acknowledged, the said owner does hereby sell, assign, transfer and set over unto mortgagee all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by the owner (mortgagor) under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid mortgage or the notes secured thereby. 1. In furtherance of the foregoing assignment, the owner hereby authorizes the mortgagee, its employees or agents, at its option, after the occurance of a default as aforesaid to enter upon the mortgaged premises and to collect, in the name of the owner, or in their own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the owners further agree they will facilitate Assignment of Rentals - Page 1