

38-13689

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Eugene W. Pratt

all of said Assignor's right, title and interest in and to that certain lease dated the 30th day of January, 1978, by and between the Assignor, as Lessor, and U & R Express, Inc.

as Lessee, ~~XXXXXXXXXXXXXXX~~, covering the following premises  
in the City of Klamath Falls, County of Klamath, State of Oregon  
to-wit:  
2821 Orindale Road, Klamath Falls, Oregon 97601

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 duplicate~~ this 6th day of February, 1978

Frederick R. Corbett

Charles F. Corbett

STATE OF OREGON

Eugene W. Pratt

County of Jackson

## LESSON

THIS IS TO CERTIFY that on this 6th day of February, 1978, before me, the undersigned, a notary public in and for said County and State appeared the within named individuals

known to me to be the identical person S described in and who executed the within instrument, and acknowledged to me that they 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.

Notary Public for Oregon

My commission expires: March 20, 1979

The undersigned, \_\_\_\_\_  
 Lessee named in the lease hereinabove referred to, hereby acknowledge receipt of an executed counterpart of the  
 within and foregoing Assignment.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of February A.D., 1978 at 3:34 o'clock P M., and duly recorded in Vol. M78 of Deeds on Page 3284.

FFF \$3.00

WM. D. MILNE, County Clerk

By Sherman L. Leitch Deputy