

6 103

Loan No.

T/A # M-38-17024-4

ASSIGNMENT OF RENTS-ADDITIONAL COLLATERAL SECURITY

1701

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS and to date of

Vol. 1701

January 11, 1979

WESTERN BANK, an Oregon banking corporation,
signed) agreed to make a loan of Fifty Thousand and no/100ths
Dollars to Jerry L. and Azile Dee Kurtz, husband and wife,

referred to as the assignors) which loan is evidenced by assignor's note dated January 11, 1979
for Fifty Thousand and no/100ths (\$ 50,000.00)

interest payable in equal monthly payments of Seven Hundred Twenty Four and 60/100ths
of \$ 724.60 Dollars each, payable on the 15

day of each and every month, commencing with February 15, 1979
1979, filed for record on January 19, 1979 as Document No. 61402
Page 1698 thereof of the Mortgage Record of Klamath County, Oregon

WHEREAS the said assignors agree, in consideration of the making of the aforesaid loan, to assign as additional
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
and other good and valuable considerations, the receipt whereof is hereby acknowledged,

(the aforesaid assignors) hereby assign to the said assignee, or its assigns, all rents and revenues from the follow
property:

Lots 1, 2 and 3, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS
County of Klamath, State of Oregon.

and the assignors hereby expressly authorize and empower the said assignee, its agents or attorneys, at its election, with
the assignor (or their successors in interest) as agent for the assignor or assignors to take and maintain full control of
and the improvements thereon, to evict tenants for non-payment of rent, to lease all of said property or any portion
name of the assignors on such terms as it may deem best; to make alterations or repairs it may deem advisable and do
thereof from the rents; to receive all rents and income therefrom and issue receipts therefor and out of the amount of
received to pay the necessary operating expenses and to retain the usual charges for thus managing said property;
on the aforesaid mortgage any amount due upon the debt secured thereby; to pay taxes, assessments and premiums
portices, or renewals thereof, on said property, or amounts necessary to carry out any covenant in the said mortgage
the assignee herein to determine which items are to be met first; and to pay any overplus so collected to the owners of
and those exercising this authority shall be liable to the owners only for the amount collected hereunder and the accoun
and as to all other persons those exercising this authority are acting only as agent of the owners in the protection of
get's interest. In no event is the right to such management and collection of rents to affect or restrict the right of the
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 gen
applicable to all genders.

Dated this 11th day of January A.D. 1979

x Jerry Lee Kurtz
x Azile Dee Kurtz

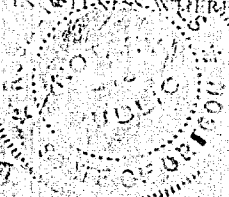
STATE OF Oregon
COUNTY OF Klamath

BE IT REMEMBERED, that on this 11th day of January A.D. 1979,
the undersigned, a Notary Public in and for said county and state personally appeared the within named

Jerry L. Kurtz and Azile Dee Kurtz, husband and wife,

who are known to me to be the identical individuals described in and who executed the within instrument, and acknow
ning 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



Western Bank
P.O. Box 669
K70

Notary Public for
My Commission Expires

Rosamund Lane
1-16-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 19th
January A.D. 1979 at 3:35 o'clock P.M., and duly recorded in Vol. M
of Mortgages on Page 1701.

FEE 3.00

WM. D. MILNE, County Clerk
By Bernadette Kuroch