

ASSIGNMENT OF RENTS -- ADDITIONAL COLLATERAL SECURITY

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS
 under date of Sept. 14, 1979, DELOS B. PARKS, JR. and
 EDWARD R. ZAROSINSKI, Trustee for Zarosinski Employees Trust,
 hereinafter referred to as ASSIGNEES, agree to sell to HAROLD
 D. MILLER and JUDY D. MILLER, hereinafter referred to as
 ASSIGNORS, certain real property located in Klamath County,
 Oregon, wherein the unpaid purchase price is in the sum of
 Six Hundred Thousand (\$600,000) Dollars.

WHEREAS, the said ASSIGNORS agree, that in con-
 sideration of the ASSIGNEES allowing them to pay the purchase
 price for the property conveyed by way of installments:

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, the aforesaid ASSIGNORS
 hereby assign to the said ASSIGNEES, or their assigns, all rents
 and revenues from the following described property (see Exhibit
 "A" attached) and the ASSIGNORS hereby expressly authorize
 after 30 days following default by ASSIGNEES and pursuant to the terms of
 and empower the said ASSIGNEES, their agents or attorneys, at
 their election, with ^{30 days} notice to the ASSIGNORS (or their suc-
 cessors in interest) as agent for the ASSIGNOR or ASSIGNORS to
 take and maintain full control of said property and the im-
 provements 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 they 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 operat-
 ing expenses and to retain the usual charges for thus managing
 said property; and to apply on the aforesaid contract any amount

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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 contract contained; the ASSIGNEES 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 ASSIGNEES' interest. In no event is the right to such management and collection of rents to affect or restrict the right of the ASSIGNEES to exercise their rights in the event of a default under the terms of the Contract of Sale.

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 14 day of September, 1979.

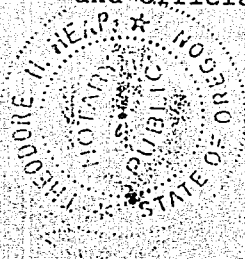
Harold D. Miller

Judy D. Miller

STATE OF OREGON)
) ss.
County of Clackamas)

BE IT REMEMBERED, that on this 14 day of September, 1979, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named HAROLD D. MILLER and JUDY D. MILLER, who are known to me to be the identical individuals described in and who executed the within instrument; and acknowledge to me that they executed the same freely and voluntarily.

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



Notary Public for Oregon
My Commission Expires: 12-11-82

EXHIBIT APARCEL 1:

All that portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwestern line of Main Street in the City of Klamath Falls; and running thence, Northeasterly along the Northwestern line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less to the point of beginning.

PARCEL 2:

Lots 7 and 8, Block 2, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 18th day of September A. D. 1979 at 9:00 clock A.M., and

fully recorded in Vol. M79, of Deeds on Page 22159

W. D. MILNE, County Clerk

Fee \$10.50

[Signature]

MTC