

82822

Pursuant to the terms of Loan No. 200935 5 from The Travelers Insurance Company, a Connecticut corporation, to the undersigned, "assignor" herein, the assignor herewith assigns to Travelers for collateral purposes all its right, title and interest in all leases and other agreements which have been or hereafter may be executed for the use or occupation of all or any part of the premises described in Exhibit "A" attached hereto, including but not limited to those leases described in Exhibit "B" attached hereto.

The terms of this assignment are as follows:

1. This assignment is made for the sole purpose of granting Travelers additional collateral on the above loan. Travelers shall have no right under this assignment unless and until the assignor defaults in the terms and conditions of a certain Mortgage and note dated the 21st day of September, 1979, and covering the premises described herein.
2. In the event of a default under that note or Mortgage, Travelers may exercise all its rights as absolute assignee, including the right to collect rentals.
3. If the assignor should be in default and thereafter cure such default completely, then Travelers shall cease to exercise the rights granted it under this assignment as if the assignor had never been in default. Travelers shall not be prejudiced by reason of actions taken prior to curing of a default.
4. At such time as assignor shall pay to Travelers all amounts of principal, interest and other sums secured by the Mortgage above, then this assignment and all rights hereunder shall be of no further force and effect.
5. Assignor will neither change nor alter the terms or conditions of the lease or agreement herein assigned without first having obtained the written approval of Travelers, which approval will not be unreasonably withheld.
6. As soon as possible after the execution of specific leases and agreements covered hereby, the assignor will execute separate memorandum documents as Travelers may require evidencing the inclusion of such leases and agreements within this assignment, but failure to execute such documents shall not impair the effectiveness of this assignment.
7. Any default hereunder may be treated by Travelers as a default of a covenant, of the above note and Mortgage.
8. This assignment shall also secure any renewal, increase or other modification of the loan above referred to, and additional advances thereon, and all references herein to a note and Mortgage shall include any note and Mortgage hereafter executed in accordance with any such renewal, increase, modification or additional advance.
9. This agreement shall bind and benefit the successors in interest of the parties hereto.

Dated this 5th day of March, 1980.

FREDERICK D. EHLERS

HELEN ANN EHLERS

80 APR 7 AM 10 35

6399

STATE OF
County of

} ss.

(CORPORATE ACKNOWLEDGMENT)

THIS CERTIFIES, That on this _____ day of _____, 19____, before me appeared _____ and _____ both to me personally known, who being duly sworn, did say that he, the said _____ is the _____, and he, the said _____ is the _____ of the _____ the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and the said _____ and _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Notary Public in and for said County and State
My Commission expires:

STATE OF OREGON
County of Klamath

} ss.

(INDIVIDUAL ACKNOWLEDGMENT)

THIS CERTIFIES, That on this 2 day of April, 1980, before me, the undersigned, a Notary Public for said State, personally appeared the within named Frederick D. Ehlers and Helen Ann Ehlers, husband and wife, _____ 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

DONNA K. MATSON
NOTARY PUBLIC - OREGON
My Commission Expires 12/1/84
Notary Public in and for said County and State

My Commission expires:

EXHIBIT "A"

DESCRIPTION

6400

A parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of said Section 3; thence South $00^{\circ} 00' 30''$ East along the Westerly boundary of Section 3 and the centerline of Washburn Way, 917.42 feet to the intersection with the present centerline of Sixth Street, formerly known as the Dalles-California Highway, recorded bearing South $55^{\circ} 52' 30''$ East, at Engineers Station 9 + 17.42 feet on Washburn Way and Engineers Station 16 + 14.87 feet on Sixth Street present centerline, and continuing thence along said boundary and centerline of Sixth Street, which is distant 40 feet at right angles Southwesterly from centerline of Sixth Street at Engineers Station 16 + 41.99 feet; thence South $55^{\circ} 52' 30''$ East parallel to said centerline 463.02 feet to the true point of beginning of this description; thence from said true beginning point continuing South $55^{\circ} 52' 30''$ East parallel to said centerline 795.36 feet; thence at right angles South $34^{\circ} 07' 30''$ West, 204.00 feet; thence South $55^{\circ} 52' 30''$ East parallel to Sixth Street 145.00 feet; thence at right angles South $34^{\circ} 07' 30''$ West, 183.80 feet, more or less, to Northerly right of way line of the Oregon, California and Eastern Railroad; thence North $66^{\circ} 57' 30''$ West along said line 982.45 feet, more or less, to a point on the Easterly right of way line of Washburn Way which is 40.00 feet Easterly of said centerline; thence North $00^{\circ} 00' 30''$ West along said right of way line 503.39 feet; thence South $55^{\circ} 52' 30''$ East, 306.22 feet; thence North $34^{\circ} 07' 30''$ East, 160.00 feet to the true point of beginning.

W. H. C. H. C.
W. H. C. H. C.

64C1

EXHIBIT "B"

DATE OF LEASETENANT

11-1-79

Fred and Frances Lange

6-27-79

The Emporium, Inc.

6-28-79

Pay Less Drug Stores
Northwest, Inc.

7-18-79

Frontier Title Company

7-25-79

Ruddock Sales & Distributing

7-24-79

Norman E. Holliday and
Sonie R. Holliday

11-16-79

Kinney Shoe Corporation

12-7-79

Little Puffer Billy

12-7-79

Dick Reeder's Mens Store, Inc.

2-4-80

Roger D. & Mary R. Waechter

1-9-80

R. A. Thompson, Jr.

12-28-79

Carney H. & Jo Ann Derby Pope

1-22-80

Barbra K. Sario

12-28-79

LTS Corp.

1-17-80

Terence L. Jurief

1-30-80

High Country Flowers, Inc.

2-4-80

Emmett & Margaret Curtis

1-23-80

S. Lynn and Carol L. Arnold

12-24-79

Baskin-Robbins, Inc., formerly
31 Flavors Stores Realty, Inc.

2-1-80

James H. Lane and Sharon A. Lane

5-1-79

Swan Lake Moulding Company

FILE
ORIGINAL
JH

Return to:
M. Donna

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.this 7th day of April A. D. 19 80 at 10:35 o'clock A.M., andfully recorded in Vol. M80, of Mortgages on Page 6398

Wm D. MILNE, County Clerk

By Bernice H. Hetch

Fee \$14.00