

INSTRUCTIONS:

1. PLEASE TYPE THIS FORM.

2. Enclose fee of \$2.00 for each debtor or trade name shown.

3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. The Form UCC-1 should be forwarded to the Secretary of State, and Form UCC-2 should be filed with the county filing officer.

4. Send the Alphabetical, Numerical and Acknowledgment copies with interleaved carbon paper intact to the filing officer. The Debtor(s) and Secured Party(ies) copies are retained by party making the filing.

5. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 8 1/2" x 11". Only one copy of such additional sheets need be presented to the filing officer. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. DO NOT STAPLE OR TAP ANYTHING TO LOWER PORTION OF THIS FORM.

6. At the time of original filing, filing officer will return acknowledgment copy to the assignee if noted on form or secured party. If secured party requires acknowledgment of long schedules of collateral, two copies should be presented and one will be returned.

7. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed UCC-21 form. Enclose \$3.00 plus \$2.00 per debtor more than one.

8. When filing is to be terminated the acknowledgment copy may be sent to the filing officer signed by the secured party or assignee or he may use Form UCC-3 as a Termination Statement.

STATE OF OREGON

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

1A. Debtor(s)

Klamath Basin Senior Citizens Council

1B. Mailing Address(es):

3531 South 6th Street
Klamath Falls, Oregon 97601

Secured Party(ies)

U.S. National Bank of Oregon
Klamath Falls Branch
2B. Address of Secured Party from which security information obtainable:
740 Main Street
Klamath Falls, Oregon 97601

Filing Officer Use Only

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3. This financing statement covers the following types (or items) of collateral (ORS 79.4020).

Assignment of lease: Klamath County to Klamath Basin Senior Citizens Council,
dated 23 June, 1978.

4A. Assignee of Secured Party(ies) if any:

4B. Address of Assignee from which security information obtainable:

Check box if products of collateral are also covered ☒No. of additional sheets attached ☐File with: ☐ SECRETARY OF STATE☒ COUNTY FILING OFFICER

Klamath

COUNTY

Real Estate Records

KLAMATH BASIN SENIOR CITIZENS COUNCIL

By: *[Signature]*Signature(s) of Debtor(s)*
Signature(s) of Secured Party(ies) or Assignee(s)

*Signature(s) of Debtor(s) required in most cases.

Signature(s) of Secured Party(ies) in cases covered by ORS 79.4020.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1
12-1-75 FILING OFFICER — ALPHABETICAL

This form of Financing Statement approved by the Secretary of State.

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KNOW ALL MEN BY THESE PRESENTS: That KLAMATH BASIN SENIOR CITIZENS COUNCIL, hereinafter referred to as the Assignor (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Assignor by UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereby sells, assigns, transfers and sets over unto said Bank, its successors and assigns, all of said Assignor's right, title and interest in and to that certain lease dated the 23rd day of June, 1978, by and between the Assignor, as Lessor, and Klamath County (a political subdivision), as Lessee, an executed copy of which is attached hereto and made a part hereof, covering the following premises in the City of Klamath Falls, County of Klamath, State of Oregon, to-wit:

A portion of Lot A, a Sub-Division of Enterprise Tract No. 24 in the County of Klamath, State of Oregon, described as follows: Beginning at the Northwest corner of Lot A a Sub-Division of ENTERPRISE TRACT NO. 24; thence South along the West line of said Lot, 75 feet; thence East 299.5 feet; thence North 75 feet; thence West 299.5 feet to the point of beginning. Subject to: (1) Regulations, levies, assessments of Klamath Irrigation District; (2) Reservations as shown in Deed recorded June 24, 1940, in Book 130 at Page 135.,

together with the right to collect and receive all moneys due and to become due under the terms of said lease, or any extensions or renewals thereof.

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 to do so.

Executed in triplicate this 23 day of March, 1981.

Carson Brockway, Jr.
Klamath Basin Senior Citizens Council

STATE OF OREGON) ss.
County of Klamath)

THIS IS TO CERTIFY that on this 23 day of March, 1981, before me, the undersigned, a notary public in and for said County and State appeared the within named Carson Brockway, known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that He 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.

William O. Hall
Notary Public for Oregon

My commission expires: 3-31-83

CONSENT OF ASSIGNMENT OF LEASE

On June 23, 1978, under a written agreement (hereinafter "Lease"), KLAMATH COUNTY, a political subdivision (hereinafter "Lessor"), leased certain real property described in Exhibit "A" attached hereto in Klamath Falls, Klamath County, Oregon, (hereinafter "the Property") to KLAMATH BASIN SENIOR CITIZENS COUNCIL, (hereinafter "Assignor").

Assignor desires to assign by a document entitled "Assignment of Lease" its interest in the Lease to UNITED STATES NATIONAL BANK OF OREGON, a national banking association (hereinafter "the Bank") to secure present and future obligations and liabilities of Assignor to Bank. Lessor recognizes that the Bank, in making advances, will rely upon the following agreements by Lessor:

1. Notice. Lessor will send the Bank, Klamath Falls Branch, P.O. Box 789, Klamath Falls, Oregon 97601, written notice setting forth any default or prospective default of Assignor under the Lease whether or not any such notice need be sent to Assignor.

2. Curing Default.

2.1 If the default is in the payment of rent, the Bank shall have 30 days from the receipt of the notice to bring the rental payments current and may thereafter pay rent as it becomes due, and so long as it does so Lessor shall not terminate the Lease nor accelerate payments due under the lease.

2.2 If the default is for the breach of any other covenant and is curable or preventable by the Bank, the Bank shall have 60 days after receipt of notice within which to (a) prevent or cure the default set forth in the notice, if preventable or curable within such period, or (b) commence and thereafter

continue with diligence to prevent or cure said default, if not preventable or curable within such period. So long as the Bank causes the Lease covenants to be performed, Lessor shall not terminate the Lease or accelerate payments due under the Lease.

2.3 Lessor agrees not to exercise any right it may have to terminate the Lease or accelerate payments due under the Lease by reason of bankruptcy or insolvency of the Assignor, or by reason of any private or judicial sale of the leasehold interest by the Bank, or for any other reason which cannot be cured by the Bank so long as the Bank causes all curable covenants of the Lease to be kept, including all payments required to be made by Assignor.

3. Possession and Sale. In the event of default by Assignor under the Lease or in the event of default by Assignor under any note or agreement with the Bank, the Bank may, in addition to paragraph 2:

3.1 Take possession of the Property. Although the Bank may take possession of the Property, it may later abandon it. Bank's liability to Lessor in such case is limited to rent for the period it is in actual possession of the Property.

3.2 Reassign, sell and/or sublet Assignor's interest in the Lease and/or the Property subject to the written approval of Lessor, unless the Bank determines in good faith in its sole discretion that it has no suitable alternative in order to realize on its security. Lessor agrees not to unreasonably withhold its consent. It is recognized that the Lease between KLAMATH COUNTY and the SENIOR CITIZENS COUNCIL, provides that the premises shall be used as a Senior Citizens Center and in the event that it is not so used, the premises shall revert to KLAMATH COUNTY. Any sale of Assignors interest in the Lease

and/or the Property shall contain this provision, and in the event it does not, then this Consent to Assignment shall be null and void and Property shall revert to KLAMATH COUNTY.

4. General Provisions.

4.1 Subject to paragraphs 2 and 3, Lessor may exercise any and all rights it may have on default under the Lease.

4.2 Subject to 3.1, neither this agreement, the Assignment of Lease, nor any action taken under either agreement shall be construed as giving rise to any duty, responsibility or liability on the part of the Bank to Lessor.

4.3 This agreement shall bind the successors, assigns, heirs, personal representatives and administrators of the parties.

4.4 Lessor shall not terminate (except as provided above), amend, or modify the Lease without the written consent of the Bank.

Lessor acknowledges receipt of an executed counterpart of the Assignment of Lease, and hereby consents thereto.

DATED this 19th day of March, 1981.

KLAMATH COUNTY, A Political Subdivision

By: *Neil Keononen*
COMMISSIONER

By: *Harold L. Myrnes*
COMMISSIONER

By: *Alvin A. Cheyne*
COMMISSIONER

STATE OF OREGON)
) ss.
County of Klamath)

MARCH 19, 1981

Personally appeared NELL KUONEN, CHAIRMAN OF THE BOARD;
FLOYD L. WYNNE, COUNTY COMMISSIONER; AND ALVIN A. CHEYNE, COUNTY COMMISSIONER,

who being duly sworn, stated that they are the Commissioners of the polictical subdivision that executed this Consent of Assignment of Lease and that the seal affixed hereto is its seal; and that this Consent of Assignment of Lease was voluntarily signed and sealed in behalf of the polictical subdivision by authority of its Board, and they acknowledged said instrument to be their voluntary act and deed.

Before me:

Virginia Buehry
NOTARY PUBLIC FOR OREGON
My Commission Expires: SEPT. 23, 1984

EXHIBIT A

Attached to Consent to Assignment of Lease

Beginning at the Northwest corner of Lot A a Sub-Division of ENTERPRISE TRACT NO. 24; thence South along the West line of said Lot, 75 feet; thence East 299.5 feet; thence North 75 feet; thence West 299.5 feet to the point of beginning.

Subject to:

1. Regulations, levies, assessments of Klamath Irrigation District,
2. Reservations as shown in Deed recorded June 24, 1940, in Book 130 at page 135.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of U.S. National Bank

this 26th day of March A. D. 19 81 at 1:01 o'clock p M., and
duly recorded in Vol. M81, of Mta. on Page 5424.

EVELYN BIEHN, County Clerk

By Debra A. Jensen

Fee \$24.50