

5295

STATE OF OREGON

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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 TAPE 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.

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

<p>1. Debtor(s):</p> <p>Klamath Basin Senior Citizens Council</p> <p>2. Mailing Address(es):</p> <p>2531 South 6th Street</p> <p>Klamath Falls, Oregon 97601</p>	<p>3. Secured Party(ies):</p> <p>U.S. National Bank of Oregon</p> <p>Klamath Falls Branch</p> <p>28. Address of Secured Party from which security information obtainable:</p> <p>740 Main Street</p> <p>Klamath Falls, Oregon 97601</p>	<p>Filing Officer Use Only</p> <p>5424</p> <p>Vol. m81 Page</p>
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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.

This document is being RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED HEREIN.

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
This form of Financing Statement approved by the Secretary of State

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

ASSIGNMENT OF LEASE

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 Assignor, as Lessee, and Klamath County (a political subdivision), as Lessor, 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 parcel of land in Lot A of the Subdivision of Enterprise Tract No. 24, a recorded subdivision in Klamath County, being more particularly described as follows:

Beginning at the Northwest corner of Lot A of the Subdivision of Enterprise Tract No. 24; thence South along the West line of Lot A 195.0 feet to the true point of beginning of this description; thence South along Lot A, 180.0 feet; thence East 160.0 feet; thence North 180.0 feet; thence West 160.0 feet to the point of beginning.

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 Lessee by the provisions of said Lease and that said Bank by its acceptance of this Assignment and the receipt of payments from the Lessor 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 Lessee 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 Lessee, 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.

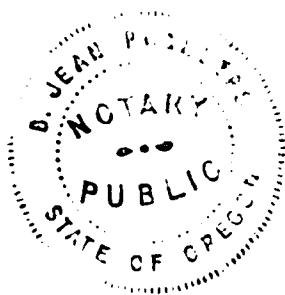
Executed in triplicate this 10th day of October, 1981.

Carroll M. Brockway
Klamath Basin Senior Citizens
Council

OF OREGON)
) ss.
 County of Klamath)

THIS IS TO CERTIFY that on this 7th day of October, 1981, before me, the undersigned, a Notary Public in and for said County and State appeared the within named Carson M. 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



B. Jean Phillips
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 3-2-84

STATE OF OREGON)
) ss.
County of Klamath)

THIS IS TO CERTIFY that on this 7th day of October, 1981, before me, the undersigned, a Notary Public in and for said County and State appeared the within named Carson M. 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



B. Jean Phillips
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-2-84

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, 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 9th day of October, 1981.

KLAMATH COUNTY, a Political Subdivision

by: Neil Kuonen
COMMISSIONER

by: Harold L. Kuonen
COMMISSIONER

by: _____
COMMISSIONER

STATE OF OREGON)
) ss.
County of Klamath)

October 9, 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 political 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 political subdivision by authority of its Board, and
they acknowledged said instrument to be their voluntary act and deed.

BEFORE ME:

Virginia Dickey
NOTARY PUBLIC FOR OREGON
My Commission Expires: Sept. 23, 1984



EXHIBIT "A"
CORRECTED LEGAL DESCRIPTION

A parcel of land in Lot A of the Subdivision of Enterprise Tract No. 24, a recorded subdivision in Klamath County, being more particularly described as follows:

Beginning at the Northwest corner of Lot A of the Subdivision of Enterprise Tract No. 24; thence South along the West line of Lot A 195.0 feet to the true point of beginning of this description; thence South along Lot A, 180.0 feet; thence East 160.0 feet; thence North 180.0 feet; thence West 160.0 feet to the point of beginning. *Wint*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Company
this 9th day of October A.D. 1981 at 11:50 clock A.M. pd
duly recorded in Vol. M-81, of Mortgages on page 17856

By *Evelyn Biehn* EVELYN BIEHN, County Clerk

Fee \$24.00