

STATE OF OREGON        )  
                              ) ss.  
County of Klamath     )

THIS IS TO CERTIFY that on this 14 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.



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. Kynne*  
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

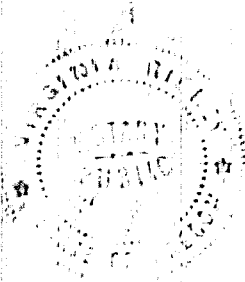


EXHIBIT "A"  
CORRECTED LEGAL DESCRIPTION

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. *Cont*

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 o'clock A.M.  
duly recorded in Vol. M-81, of Mortgages on Page 17856

By EVELYN BIEHN, County Clerk

Fee \$24.00