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MTC-11652-K

Page 492

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CONSENT TO ASSIGNMENT OF LEASE

AND LEASEHOLD MORTGAGE

On June 23, 1978, under a written Lease Agreement (hereinafter "Lease") Klamath County, a political subdivision of the State of Oregon (hereinafter "Lessor"), leased certain real property described in the attached "Exhibit A" (hereinafter "the Property") to Klamath Basin Senior Citizens Council, an Oregon corporation (hereinafter "Assignor").

Assignor desires to assign by documents entitled "Assignment of Lease" and "Leasehold Mortgage" its interest in the Lease and the Property to the UNITED STATES OF AMERICA acting through the FARMERS' HOME ADMINISTRATION (hereinafter FHA) to secure advances to be made by FHA to Assignor. Lessor recognizes that FHA, in making such advances, will rely upon the following agreements by Lessor:

1. Notice. Lessor will send FHA, at Room 242, Federal Building, 211 East Seventh, Eugene, Oregon 97401, c/o Ken Durrell, written notice setting forth any default or prospective default of Assignor under the Lease whether or not any such notice need be sent Assignor.

2. Curing Default.

2.1 If the default is in the payment of rents, due by or under the Lease, FHA shall have 30 days from the receipt of the notice to bring such rental payments current and may thereafter pay rent as it becomes due, and so long as they do so Lessor shall not terminate the Lease or accelerate payments due under

the lease.

2.2 If the default is for the breach of any other covenant contained in the Lease and is curable or preventable by FHA, FHA shall have 60 days after the 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 FHA 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 FHA, or for any other reason which cannot be cured by FHA so long as FHA causes all curable covenants of the Lease to be kept, including all payments required to be made by Assignor.

3. Possession, Foreclosure and Transfer. In the event of default by Assignor under the Lease or in the event of default by Assignor under any note or agreement with FHA, FHA may, so long as it cures defaults as permitted by paragraph 2, exercise such rights as FHA may have against Assignor, including rights to:

3.1 Take possession of the property.

3.2 Foreclose Assignor's interest in the Lease and property as permitted by law.

3.3 Reassign, sell, and/or sublet Assignor's interest in the Lease and/or the Property subject to written approval of Lessor, unless FHA 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 Neither this agreement, the Assignment of Lease, the Leasehold Mortgage, nor any action taken under such agreements shall be construed as giving rise to any duty, responsibility or liability on the part of FHA to Lessor.

4.2 This agreement shall bind the successors, assigns, and heirs of the parties.

4.3 Lessor shall not terminate (except as provided herein), amend, or modify the Lease without the written consent of FHA.

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

* * *

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 150.0 feet to the true point of beginning of this description; thence South along Lot A 120.0 feet; thence East 160.0 feet; thence North 195.0 feet; thence West 160.0 feet to the point of beginning.

DATED this 2nd day of December, 1982.

KLAMATH COUNTY, a political subdivision of the State of Oregon

By: Floyd L. Wynne
CHAIRMAN

By: Alvin A. Cheyne
COMMISSIONER

By: Nell Kuonen
COMMISSIONER

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared Floyd L. Wynne, Alvin A. Cheyne and
Nell Kuonen

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.

DATED this 2nd day of December, 1982.

Before me:

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

Page 4 - CONSENT TO ASSIGNMENT OF LEASE
Return to MTC.

STATE OF OREGON: COUNTY OF KLAMATH :ss
I hereby certify that the within instrument was received and filed for record on the 11 day of Jan A.D., 1983 at 11:56 o'clock A M, and duly recorded in Vol M83, of Deeds/Mtge on page 492

Fee \$ 20.00

EVELYN BIEHN COUNTY CLERK
by [Signature] Deputy