

32199
After recording, return to:
U.S. CREDITCORP, Portland Main
101 SW Main St., Suite 275
Portland, Oregon 97204
32084

TA # 26849-9-m Vol. 188 Page 188
U.S. Creditcorp Vol. 188 Page 22329

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that VIETS & VIETS, INC., an Oregon corporation,
EDGAR L. VIETS, individually and SUZANNE M. VIETS, individually

Assignor, in consideration of the making of the loan set forth hereinafter, and other good and valuable considerations paid by U.S. CREDITCORP, an Oregon corporation, Assignee, hereby assigns unto the Assignee all rents, income, profits, royalties, bonuses, and/or benefits arising from the following described land to wit: property located at 2660 Shasta Way, Klamath Falls, Oregon and 2765 Pershing Way, Klamath Falls, Oregon, legally described as:

See attached Exhibit "A"

TO HAVE AND TO HOLD the same unto the Assignee, and to the successors and assigns of the Assignee forever.

THE AFORESAID is to be held by the Assignee as collateral security for the payment of the principal and interest provided to be paid in that certain mortgage/trust deed given by VIETS & VIETS, INC., an Oregon corporation

to Assignee, in the sum of ONE HUNDRED FORTY THOUSAND AND NO/100 (\$140,000.00)

and to further secure the payment of all taxes and assessments due and to become due upon the above named property under the mortgage/trust deed dated November 14, 1983 covering the premises herein described, and the acceptance of this assignment and the payments hereby assigned shall be without prejudice to and shall not constitute a waiver of any rights of the Assignee under the terms of said mortgage/trust deed. And it is expressly understood and agreed by the parties hereto that said Assignor reserves and is entitled to collect and retain the rentals unless and until default occurs in the performance of the said mortgage.

IT IS FURTHER UNDERSTOOD that this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any damaged or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, or any other person or party.

IN THE EVENT of any such default, the Assignee is hereby constituted attorney in fact for the Assignor and empowered to collect the rents, income, profits, royalties, bonuses, and/or benefits hereby assigned, and apply the same, and further, the Assignee shall have the right to enter upon said premises and let the same, or any part thereof, and collect the rents, income, profits, royalties, bonuses and/or benefits therefrom which are due or to become due and apply the same after payment of all charges and expenses on account of said indebtedness.

THE ASSIGNEE shall have the sole and uncontrolled election whether or not it will exercise the powers hereby granted, and no failure to exercise the same shall constitute a waiver of any future rights thereof, to exercise the same at any time; nor shall the Assignee be liable to collect any rents, or make any repairs, or disbursements for maintenance or management.

IT IS FURTHER UNDERSTOOD that no security deposited by the tenant with the Assignor under the terms of the tenancy has been transferred to the Assignee, and that the Assignee assumes no liability for any security so deposited.

IT IS FURTHER UNDERSTOOD that the singular shall include the plural and the plural shall include the singular as used herein and this agreement shall be binding upon the successors, heirs, assigns and personal representatives of the parties hereto, and all rights hereunder shall in proper case inure to the benefit of the Assignee and may be enforced by its or their agents.

801

IN WITNESS WHEREOF, said Assignor signed this instrument and hereto set hand and seal
 this 30th day of December, 19 83 189 22330

X Edgar L. Viets
 Edgar L. Viets, individually

VIETS & VIETS, INC.

X Suzanne M. Viets
 Suzanne M. Viets, individually

By: Edgar L. Viets
 Edgar L. Viets, President

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)

County of Klamath) ss.

Personally appeared the above-named Edgar L. Viets and Suzanne M. Viets December 30, 19 83
 and
 to be their voluntary act and deed. , and acknowledged the foregoing Assignment of Leases and Rents

Before me:

M. Darlene I. Addington
 Notary Public for State of Oregon
 My commission expires: March 22, 1985

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON)

County of Klamath) ss.

Personally appeared Edgar L. Viets December 30, 19 83
 is the President of the corporation that executed this Assignment of Leases and Rents
 and that the seal affixed hereto is its seal and that this Assignment of Leases and Rents was voluntarily signed and sealed in
 behalf of the corporation by authority of its Board of Directors.

Before me:

M. Darlene I. Addington
 Notary Public for State of Oregon
 My commission expires: March 22, 1985

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)

County of) ss.

Personally appeared _____, 19 ____
 is a partner of _____, who, being sworn, stated that he
 of Leases and Rents was signed on behalf of said partnership by authority thereof; and he acknowledged said instrument to
 be its voluntary act and deed.

Before me:

Notary Public for
 My commission expires:

EXHIBIT "A"

DESCRIPTION

PARCEL 1

A portion of Tracts 36 and 43 ENTERPRISE TRACTS, CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin which is at the intersection of the North-easterly boundary of a parcel of land used for road purposes and known as Pershing Way with the Northwesterly boundary of a parcel of land deeded for road purposes and known as Avalon Street and described as Parcel 1 in Deed Volume 229 at page 300, said point of beginning being South $0^{\circ} 00\frac{1}{2}'$ East 542.44 feet and thence South $55^{\circ} 50\frac{1}{2}'$ East 861.61 feet from the Northwest corner of said Section 3, and which point of beginning is 310 feet measured at right angles from the center line of South Sixth Street; thence North $55^{\circ} 50\frac{1}{2}'$ West along the North-easterly boundary of Pershing Way 245.22 feet to an iron pin on the Southeasterly corner of that tract of land described in Deed Volume 309 at page 66; thence North $0^{\circ} 00\frac{1}{2}'$ West along the Easterly line of said tract of land 168.55 feet to an iron pin; thence South $59^{\circ} 21\frac{1}{2}'$ East at right angles to Avalon Street 330.67 feet to an iron pin on the North-westerly boundary of Avalon Street; thence South $30^{\circ} 38\frac{1}{2}'$ West along the Northwesterly boundary of Avalon Street 160.04 feet, more or less to the point of beginning.

PARCEL 2

A portion of Tracts 36 and 43 ENTERPRISE TRACTS, CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the Southerly line of Shasta Way, South $0^{\circ} 00\frac{1}{2}'$ East 73 feet and North $89^{\circ} 54'$ East 280 feet from the section corner common to Sections 33 and 34, Township 38 South, Range 9 East of the Willamette Meridian and Sections 3 and 4, Township 39 South, Range 9 East of the Willamette Meridian; thence South $0^{\circ} 00\frac{1}{2}'$ East parallel with the West line of said Tract 43 along the East line of the tracts of land described in 2 deeds recorded in Deed Volume 225 at page 261 and Deed Volume 255 at page 613, 659.44 feet to the Northeast line of Pershing Way; thence South $55^{\circ} 50\frac{1}{2}'$ East 277.99 feet along said Northeasterly line of Pershing Way; thence North $0^{\circ} 00\frac{1}{2}'$ West 820 feet more or less to the Southerly line of Shasta Way; thence South $89^{\circ} 54'$ West 230 feet to the point of beginning.

EXC
S
* THIS INSTRUMENT RE-RECORDED TO CHANGE RECORDING DATA.....

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 30th day of December A.D., 1983 at 3:38 o'clock P.M, and duly recorded in Vol. M83, of Deeds on page 22329.

EVELYN BIEHN, COUNTY CLERK

Fee \$ 12.00

by Ann Smith Deputy

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 4th day of January A.D., 1984 at 4:07 o'clock PM, and duly recorded in Vol. M84, of Mortgages on page 182.

EVELYN BIEHN, COUNTY CLERK

Fee \$ None

by Ann Smith Deputy