

KNOW ALL MEN BY THESE PRESENTS, that TERRY D. SHERRILL AND JANET R. SHERRILL,  
as tenants by the entirety -----

Assignor, in consideration of Ten Dollars (\$10.00) and in consideration of the making of the mortgage loan set forth hereinafter, and other good and valuable considerations paid by UNITED STATES NATIONAL BANK OF OREGON, a national banking association, Assignee, hereby assigns unto the assignee all rents, income, profits, royalties, bonuses, and/or benefits arising from the following described land, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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 certain mortgage given by TERRY D. SHERRILL AND JANET R. SHERRILL, as tenants by the entirety ----

\_\_\_\_\_, to UNITED STATES NATIONAL BANK OF OREGON, a national banking association, in the sum of ONE HUNDRED NINETY SIX THOUSAND AND NO/100 ----- DOLLARS (\$196,000.00 -----) and to further secure the payment of all taxes and assessments due and to become due upon the mortgaged property under mortgage dated February 29, 1984, 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. 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 tenants 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 benefits of the assignee and may be enforced by its or their agents.

IN WITNESS WHEREOF, said assignor signed this instrument and hereto set hand and seal this 16 day of March 1984.

X Terry D. Sherrill  
TERRY D. SHERRILL

X Janet R. Sherrill  
JANET R. SHERRILL

STATE OF OREGON

County Klamath } ss

Personally appeared the above-named

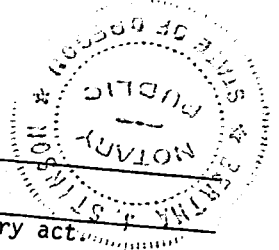
TERRY D. SHERRILL AND JANET R. SHERRILL

and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Debra J. Stinson (SEAL)  
Notary Public for Oregon

My commission expires: 2-28-1985



## EXHIBIT "A"

## PARCEL 1:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running; thence South  $0^{\circ} 00\frac{1}{2}'$ , East 826.8 feet, more or less along the West line of said Section 3, to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the center line of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South  $55^{\circ} 52\frac{1}{2}'$  East, parallel to said center line of South Sixth Street, 601.2 feet; thence South  $55^{\circ} 52\frac{1}{2}'$  East 100.0 feet; thence South  $34^{\circ} 07\frac{1}{2}'$  East 100 feet; thence North  $55^{\circ} 52\frac{1}{2}'$  West 100 feet to the point of beginning. All situate in the Northwest  $\frac{1}{4}$  of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 2:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South  $0^{\circ} 00\frac{1}{2}'$  East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the center line of the Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South  $55^{\circ} 52\frac{1}{2}'$  East parallel to said center line of South Sixth Street, 601.2 feet; thence North  $34^{\circ} 07\frac{1}{2}'$  East 100 feet to the point of beginning, thence continuing North  $34^{\circ} 07\frac{1}{2}'$  East, 75 feet; thence South  $55^{\circ} 52\frac{1}{2}'$  East 100 feet; thence South  $34^{\circ} 07\frac{1}{2}'$  West 75 feet; thence North  $55^{\circ} 52\frac{1}{2}'$  West 100 feet to the point of beginning.

Return:

U.S. Natl Bank  
Income Property Finance Dept  
555 S.W. Oak St.  
Portland, OR 97204  
Attn: Ann  
# 1016110

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 16th day of March A.D., 1984 at 4:06 o'clock P.M.,  
and duly recorded in Vol M84, of Deeds on page 4378.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK  
by: *Pam Smith* Deputy