

ENTER RECORDING RETURN TO:
USCC-PORTLAND DIST.
101 SW MAIN ST. SUITE #275
PORTLAND, OREGON 97204

ATC - 8 - 27610

U.S. Creditcorp

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38205

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that MORRISON dba DON'S SUPER VALUE DONALD J. MORRISON AND CAROL JO ANNE

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:

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 DONALD J. MORRISON AND CAROL JO ANNE MORRISON dba DON'S SUPER VALUE to Assignee, in the sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100 (\$215,000.00- - - - -)

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 6/20/84 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.

30801

10803

IN WITNESS WHEREOF, said Assignor signed this instrument and hereto set hand and seal
this 27th day of June, 1984

DONALD J. MORRISON AND CAROL JO ANNE MORRISON

30826

X

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)

) ss.

County of Kalamazoo

June 27, 1984

Personally appeared the above-named
and CAROL JO ANNE MORRISON
to be their voluntary act and deed.

DONALD J. MORRISON

, and acknowledged the foregoing Assignment of Leases and Rents

Before me:

Notary Public for

My commission expires: 6-21-88

CORPORATE ACKNOWLEDGEMENT

STATE OF)

) ss.

County of _____

, 1984

Personally appeared _____, who, being sworn, stated that he
is the _____ 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:

Notary Public for

My commission expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)

) ss.

County of _____

, 1984

Personally appeared _____, who, being sworn, stated that he
is a partner of _____ and that the foregoing Assignment
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: _____

10804

DESCRIPTION

All of Lots 1, 2, 3 and 4, Block 20, FAIRVIEW SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

All of Lot 5, LESS the following portion beginning at the Northwest corner of Lot 5, Block 20, FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, OREGON; thence South along the West line of said Lot 5, 50 feet to the line between Lots 5 and 6 of said Block 20; thence East and parallel to Upham Street 35 feet to a point; thence in a Northwesterly direction to the point of beginning, in the County of Klamath, State of Oregon.

All of Lot 6, EXCEPT that portion thereof conveyed to the City of Klamath Falls, by Deed recorded on page 205 of Volume 82 of Deeds and LESS that portion conveyed to the City of Klamath Falls, by deed recorded on page 201 of Volume 107 of Deeds, all in Block 20 of FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon.



STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 28 day of June A.D. 19 84
at 11:06 o'clock A M, and duly
recorded in Vol. M84 of Mortgages

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EVELYN BIEHN, County Clerk

By J. H. Smith Deputy

Fee 12.00