

Bogatay

Lot 5 and the Westerly 27 feet of Lot 6 Block 40 Original Town of Klamath Falls, now city of Klamath Falls, Oregon according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon.

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 Richard F. Bogatay and Robert J. Bogatay

OREGON, a national banking association, in the sum of ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$140,000.00) and to further secure the payment of all taxes and assessments due and to become due upon the mortgaged property under mortgage dated March 26, 1985, 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 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.

85 HAR 25 P1 3 30

IN WITNESS WHEREOF, said assignor signed this instrument and hereto set
hand and seal this 26th day of MARCH, 1985.

4428

Richard F. Bogatay
Richard F. Bogatay

Robert J. Bogatay
Robert J. Bogatay

STATE OF OREGON)

) ss.

County Klamath)

Personally appeared the above-named Richard F. Bogatay and Robert J. Bogatay

and acknowledged the foregoing instrument to be their voluntary
act.

Before me:

Bertha Stinson
Notary Public for Oregon

(SEAL)

My commission expires: 2-28-1989



Return to:
U.S. National Bank
740 Main Street
Klamath Falls, Oregon 97601
Attn: Bertha Stinson

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for
record on the 26th day of March A.D., 1985 at 3:30 o'clock P M,
and duly recorded in Vol M85, of Mortgages on page 4427.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK

by: Lynn Smith, Deputy