

60389

MTC 16207

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ASSIGNMENT AND POWER OF ATTORNEY

FOR VALUE, and as security for the payment of a certain promissory note dated April 15, 1986, in the amount of \$22,093.83, payable in installments by the undersigned to the order of William W. Miles and Mary E. Miles, husband and wife or survivor, Roseburg, Oregon, hereinafter called the Creditor, the undersigned has assigned and does hereby sell, assign, transfer and set over unto the Creditor all interest in and monies due and to become due by the terms of any agreement of leases or rent, however evidenced, affecting premises within the area of the land described in the trust deed securing payment of said promissory note, which trust deed is recorded in Book 1186, Page 1608, Recorder's No. 16088, Klamath County, Oregon, dated April 15, 1986, whether such agreement of lease or rent, shall have been entered into before or after the execution of this instrument.

As further security for the payment of said promissory note and the performance of the covenants of said trust deed, the undersigned has appointed and does hereby irrevocably make, constitute and appoint the Creditor its true and lawful attorney in fact, with full power and authority, in its name and on its behalf, without waiver of any default, to collect all monies as shall at any time be payable for the occupancy of any of the said premises, to sue for, compromise, settle, adjust, recover, satisfy and discharge the same, to make, execute and deliver agreements of leases or rent and other agreements relating to the use and occupancy of said premises or any part thereof, to modify, cancel or amend the same, to do and perform any covenant of the undersigned contained in any such lease or rent agreements and, otherwise, to manage and control the said properties; it being understood, however, that said Creditor has not agreed to perform any of the said acts or to exercise any of the authority hereby conferred upon it. Notwithstanding that this instrument is a present assignment of rents, it is understood and agreed that the undersigned shall have the permission and obligation to collect the same and manage said real property, the same as if this assignment had not been given, if and so long only as the undersigned shall not be in any default whatever with respect to the obligation due under said note and trust deed. This permission terminates automatically on the occurrence of default or breach of covenant in the terms of said note and trust deed.

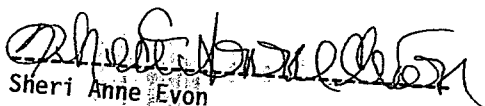
The undersigned further agrees, whenever and as often as the Creditor may request, to provide the Creditor with copies of all lease or rent agreements pursuant to which any of said property may be occupied by any tenant and information concerning the performance of the terms of such lease or rent. Whenever and as often as the Creditor may request the same, the undersigned covenants to execute specific assignments of lease or rent and such other instruments as the Creditor from time to time requests for the better or more convenient accomplishment of the purposes hereof.

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The authority hereby conferred, being given as security, is irrevocable and shall continue until the said trust deed and any trust deeds hereafter executed by the undersigned to the Creditor covering the whole portion of said premises shall have been satisfied of record.

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IN WITNESS WHEREOF, this instrument is executed this 15th day of April, 1986.

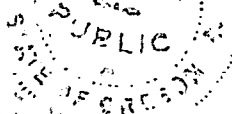

Sheri Anne Evon

STATE OF OREGON

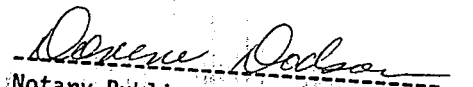
County of ~~Klamath~~ Jackson) ss.

BE IT REMEMBERED, that on this 15th day of April, 1986, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Sheri Anne Evon known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.



#1522


Notary Public for Oregon
My Commission Expires: 12-11-88

Return to:
Southern Oregon Mortgage
P.O. Box 1726
Roseburg, OR 97470

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of April A.D. 19 86 at 8:46 o'clock A M., and duly recorded in Vol. M86
of Mortgage on Page 6583

FEE \$9.00

Evelyn Biehn, County Clerk
By 