

61441

MTA 16122-1  
ASSIGNMENT OF LEASE

Vol. MA Page 8379KNOW ALL MEN BY THESE PRESENTS: That VINCENT O. CHEYNE

hereinafter referred to as the Assignor (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Assignor by SOUTH VALLEY STATE BANK, a state banking corporation, hereby sells, assigns, transfers and sets over unto said Bank, its successors and assigns,

all of said Assignor's right, title and interest in and to that certain lease dated the 3RD day of FEBRUARY, 1986, by and between the Assignor, as Lessor, and KLAMATH POTATO DISTRIBUTORS

INC.

as Lessee, an executed copy of which is attached hereto and made a part hereof, covering the following premises in the City of MALIN, County of KLAMATH, State of OREGON  
 to-wit: SEE ATTACHED EXHIBIT "A" DISCRPTION

together with the right to collect and receive all moneys due and to become due under the terms of said lease, or any extensions or renewals thereof.

This assignment is executed and delivered to said Bank as additional collateral security for a loan made to said Assignor by said Bank contemporaneously herewith and any renewal or renewals thereof and as security for any further advances made to said Assignor by said Bank, and it is understood and agreed that the Assignor shall continue to perform all of the obligations imposed upon the Assignor as Lessor by the provisions of said lease and that said Bank by its acceptance of this assignment and the receipt of payments from the Lessee assumes no responsibility whatsoever with respect to the performance of such obligations and the Assignor hereby agrees to hold said Bank harmless from any and all claims that may arise as a result of the Assignor's failure to comply with the obligations imposed upon said Assignor as Lessor by the provisions of said lease.

It is further understood and agreed that the Lessee shall continue to make the rental payments to the Lessor strictly at the times and in the amounts specified in said lease until such time as said Bank shall, in writing, notify the Lessee that all further rental payments are to be made to said Bank, and all rental payments made to said Bank after such notice shall constitute payments duly made under the provisions of said lease.

No prepayment of rental whatsoever shall be made by the Lessee to the Lessor nor shall any such prepayment be accepted by the Lessor, at any time without the prior written consent of said Bank.

As a further consideration for the loan hereinabove referred to, the Assignor further covenants and agrees with the Bank that while this assignment is in full force and effect the Assignor, as Lessor, will not exercise any rights to terminate said lease under and by virtue of the provisions thereof or to amend the same without first obtaining the written consent of the Bank so to do.

Executed in triplicate this 28TH day of APRIL, 19 86

VINCENT O. CHEYNE

LESSOR

STATE OF OREGON

County of KLAMATH

ss.

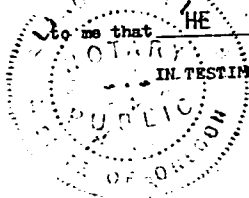
THIS IS TO CERTIFY that on this 6th day of May, 19 86, before me, the undersigned, a notary public in and for said County and State appeared the within named

VINCENT O. CHEYNE

known to me to be the identical person described in and who executed the within instrument, and acknowledged

to me that HE executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



[Signature]  
 Notary Public for Oregon  
 My commission expires: 7/13/89

The undersigned, KLAMATH POTATO DISTRIBUTORS, INC., Lessee named in the lease hereinabove referred to, hereby acknowledge receipt of an executed counterpart of the within and foregoing Assignment.

KLAMATH POTATO DISTRIBUTORS, INC.

BY [Signature]

TITLE

Assignment of Lease

86 MAY 15 PM 1 06

## EXHIBIT "A" DESCRIPTION

That portion of the S $\frac{1}{2}$ SW $\frac{1}{2}$  of Section 16, Township 41 South, Range 12, East of the Willamette Meridian described as follows:

Beginning at the intersection of the Northeasterly line of the Great Northern Railroad right of way, 300 feet wide, as described in deed recorded in Volume 96, page 109, of Deed Records of Klamath County, Oregon, with the Northwesterly line of the Depot Road, 80 feet wide, as described in Deed recorded in Volume 96, page 173, of Deed Records of said County; thence North 71°45' East along said Depot Road a distance of 263.29 feet to the true point of beginning of this description; thence North 165.23 feet; thence West 549.60 feet to the Northeasterly line of said Railroad right of way; thence following the boundary, line of said Railroad right of way to its intersection with the North line of the South half of the Southwest Quarter of Section 16; thence East along said North line to the Northeast corner of the Southeast Quarter of the Southwest Quarter; thence South along the East line of said Southeast Quarter of the Southwest Quarter 277.90 feet, more or less, to its intersection with the Northwesterly line of the Depot Road; thence Southwesterly along the Northwesterly line of the Depot Road to the point of beginning, EXCEPTING therefrom an additional portion conveyed to the Great Northern Railway by deed recorded in Volume 105 of Deeds, Page 209, Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 15th day  
of May A.D., 19 86 at 1:06 o'clock P M., and duly recorded in Vol. M86  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page 8379.

FEE \$9.00

Evelyn Biehn, County Clerk  
By [Signature]