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MC-10683 Vol. M8 Page 11348 CONDITIONAL ASSIGNMENT OF RENTALS

THIS AGRE	EMENT, Entered in BOXCHI and SUZANN	to this 25th d	ay of June	, 19 <u>86</u> , between
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hereinafter referred to as Owner, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Federal Corporation, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, Owner is the present owner in fee simple of property described as:

The E's of TRACT 67 of FAIR ACRES SUBDIVISION NO. 1, EXCEPTING THEREFROM the South 263.2 feet thereof. ALSO a tract of land in TRACT 68 of FAIR ACRES SUBDIVISION NO. 1 in the SEASEA of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath Ccunty, Oregon, more particularly described as follows:

Beginning at an iron pin which lies West along the South line of Section 35, Township Beginning at an iron pin which lies West along the South line or Section 35, Township of Shasta Way, a distance of 30 feet and North 0° 11' East a distance of 293.2 feet continuing North 0° 11' East parallel to the East line of said Section 35 and running thence; Westerly therefrom, a distance of 131.6 feet to an iron pin; thence West parallel to the South line of said Section 35. a distance of 301.0 feet to an iron pin which is on the South line of said Section 35, a distance of 301.0 feet to an iron pin which is on the West line of Tract 68, FairAcres Subdivision No. 1; thence South 0° the West line of said Tract 68 and parallel to the East line of Section 35 a distance of 131.6 feet to an iron pin; thence East parallel to the South line of said Section 35 a distance of 301.0 feet, more or less to the point of beginning. 11' West along

in Klamath County, State of Oregon, and the mortgagee is owner and holder of a first mortgage covering said premises, which said mortgage is in the original principal sum of \$ 132,750.00 made by owner to mortgagee under the date of June 25, 1986

WHEREAS, Mortgagee, as a condition to making said loan and accepting said mortgage has required the execution of this assignment of the rentals of the mortgage premises by owner.

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the owner to mortgagee and in consideration of the accepting of the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of One Dollar paid by mortgagee to owner, receipt of which is hereby acknowledged, the said owner does hereby sell, assign, mortgaged premises, this assignment to become operative upon any default being made by the to remain in full force and offset so long as any default continues to evict in the matter of to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the

- 1. In furtherance of the foregoing assignment, the owner hereby authorizes the mortgage its employees or agents, at its option, after the occurance of a default as aforesaid to enter upon the mortgaged premises and to collect, in the name of the owner, or in thier own name assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the name of the continuous and becoming payable during the continuous of the continuous of the the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the owners further agree they will facilitate in all reasonable ways the mortgagee's collection of said rents and will upon request by mortgage execute a written notice to the tenant directing the tenant to pay rent to the said mortgagee.
- 2. The owner also hereby authorizes the mortgagee upon such entry, at its option, to take over and assume the management, operation and maintenance of the said mortgaged premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be needful in connection therewith, in the same manner and to the same extent as the owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to make such management, operation and maintenance excepting the liability of the mortgagee arising out of such management, operation and maintenance excepting the liability of the mortgagee to

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- 3. The mortgagee shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability accumulation of a reserve to meet taxes, assessments, water rents and fire and liability accumulation of a requisite amounts, credit the net amount of income received by it from the mortgaged premises by virture of this assignment, to any amounts due and owing to it by the owners under the terms of the mortgage and the note secured thereby but the manner of the application of such net income and what items shall be credited, shall be determined in the application of such net income and what items shall be credited, shall be determined in the application of the mortgagee. The mortgagee shall not be accountable for more moneys sole discretion of the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall it be liable for failure than it actually received from the mortgaged premises; nor shall be prosecuted.
 - 4. In the event, however, that the owner shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, then the mortgagee within one month after demand in writing shall re-deliver possession of the mortgaged premises to owner, who shall remain in possession unless and until another default occurs, at which time the mortgagee may, at its option, again take possession of the mortgaged premises under authority of this instrument.
 - 5. The owner hereby covenants and warrants to the mortgagee that neither it, nor any previous owner, have executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of its landlords' interest in any lease of the whole or any part of the mortgaged premises. The owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be to collect the rents of the said mortgaged premises in advance, other than as required to be advance by the terms of any rental agreement, and further agrees not to do any other paid in advance by the terms of any rental agreement, the mortgagee of this assignment.
 - 6. It is not the intention of the parties hereto that an entry by the mortgagee upon the mortgaged premises under the terms of the instrument shall constitute the said mortgagee the mortgagee in possession in contemplation of law, except at the option of the mortgagee.
 - 7. This assignment shall remain in full force and effect as long as the mortgage debt to the mortgagee remains unpaid in whole or in part.
 - 8. The provisions of this instrument shall be binding upon the owner, its successors or assigns, and upon the mortgagee and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness construed to mean the instrument, whether note or bond, given to evidence the indebtedness construed to mean, the instrument securing the said indebtedness owned and held by the construed to mean, the instrument securing the said indebtedness owned and held by the mortgagee, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid mortgage shall operate as a full and complete release of all the mortgagee's rights and interests shall operate as a full and complete release of all the mortgagee's rights and interests shall operate as a full and complete release of all the mortgagee's rights and interests shall be hereunder, and that after said mortgage has been fully released, this instrument shall be hereunder, and that after said mortgage has been fully released, this instrument shall be hereunder, and of no further effect.

Dated at Klamath Falls, Oregon, this 25th day of June , 19 86 .

RANDY D. BOCCHE (Seal)

SUZANNE E. BOCCHI (Seal)

	kandy D.	on this <u>J5</u> TH day of <u>June</u> c for said state, personally appeare Bocchi and Suzanne E. Bocchi			d the within named		
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