

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS under date of SEPTEMBER 2, 1986  
WESTERN BANK, an Oregon Corporation, (hereinafter referred to as the assignee)

agreed to make a loan of FOUR HUNDRED FIFTY THOUSAND AND no/100 ( 450,000.00 )  
Dollars to GARY L. WENDELL AND MERRY ANNE WENDELL

(hereinafter referred to as the assignors) which loan is evidenced by assignor's note dated  
SEPTEMBER, 1986

for FOUR HUNDRED FIFTY THOUSAND AND no/100  
( 450,000.00 ) Dollars and interest payable in equal monthly payments of FOUR THOUSAND  
SEVENTY FIVE AND no/100 ( 4,075.00 ) Dollars each, payable on the 10th

day of each and every month, commencing with October 10, 1986, secured by a TRUST DEED  
Dated SEPTEMBER, 1986, filed immediately preceding this instrument in

the Mortgage Records of KLAMATH County, OREGON, and

WHEREAS the said assignors agree, in consideration of the making of the aforesaid loan,  
to assign as additional collateral security the rent and income from the hereinafter  
described property:

NOW, THEREFORE, for and in consideration of the premises and the payment to the  
assignors of the sum of One Dollar and other good and valuable considerations, the receipt  
whereof is hereby acknowledged,

GARY L. WENDELL AND MERRY ANNE WENDELL  
(the aforesaid assignors) hereby assign to the said assignee, or its assigns, all rents and  
revenues from the following described property:

PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT 'A' WHICH BY REFERENCE HEREIN  
FORMS AND IS MADE A PART HEREOF.....

and the assignors hereby expressly authorize and empower the said assignee, its agents or  
attorneys, at its election, without notice to the assignor (or their successors in interest)  
as agent for the assignor or assignors to take and maintain full control of said property  
and the improvements thereon; to oust tenants for non-payment of rent; to lease all of said  
property or any portion thereof in the name of the assignors on such terms as it may deem  
best; to make alterations or repairs it may deem advisable and deduct the cost thereof from  
the rents; to receive all rents and income therefrom and issue receipts therefor and out of  
the amount or amounts so received to pay the necessary operating expenses and to retain the  
usual charges for thus managing said property; and to apply on the aforesaid mortgage any  
amount due upon the debt secured thereby; to pay taxes, assessments and premiums on insurance  
policies, or renewals thereof, on said property, or amounts necessary to carry out any  
covenant in the said mortgage contained; the assignee herein to determine which items are to  
be met first; and to pay any overplus so collected to the owners of said property; and those  
exercising this authority shall be liable to the owners only for the amount collected here-  
under and the accounting thereof and as to all other persons those exercising this authority  
are acting only as agent of the owners in the protection of the mortgagee's interest. In no  
event is the right to such management and collection of rents to affect or restrict the right  
of the mortgagee to foreclose the aforesaid mortgage according to its terms.

It is understood that failure to collect rents for any given month or other period does  
not constitute a waiver by assignee if said assignee desires to collect rents pursuant to  
this assignment for any other month or period.

Whenever used, the singular number shall include the plural, the plural the singular,  
and the use of any gender shall be applicable to all genders.

Dated this 4th day of SEPTEMBER, A. D., 1986.

Gary L. Wendell  
Gary L. Wendell  
Merry Anne Wendell  
Merry Anne Wendell

California  
STATE OF OREGON ) SS.  
COUNTY OF CLATSOP  
Sacramento

September 4th A. D., 1986.

Personally appeared the above named Gary L. Wendell and Merry Anne Wendell  
and acknowledged the foregoing; instrument to be their voluntary act and deed.  
Before me:

Mary B. Krause  
Notary Public for Oregon California  
My Commission Expires: January 26, 1990



## EXHIBIT "A"

The following described real property situated in Klamath County, Oregon:

## PARCEL 1:

The North 250 feet of the West 210 feet of Lot 1 in Block 6 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## PARCEL 2:

A tract of land situated in Tract 49, Enterprise Tracts, a duly recorded subdivision, also being in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 4, Township 39 S., R. 9 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block 6, Tract 1080, Washburn Park, a duly recorded subdivision, said point being S. 47°30'05" W. 692.61 feet from the East  $\frac{1}{4}$  corner of said Section 4; thence N. 89°55'10" W. 26.85 feet; thence S. 00°04'50" W. 50.00 feet; thence along the arc of a curve to the left (central angle = 21°06'45" and radius = 170.00 feet) 62.64 feet; thence along the arc of a curve to the right (central angle = 21°06'45" and radius = 230.00 feet) 64.75 feet to a point on the West line of said Lot 1, Block 6; thence N. 00°04'50" E. 194.08 feet to the point of beginning, containing 3446 square feet, with bearings based on said Tract 1080, Washburn Park.

Return to:  
Western Bank  
P.O. Box 1438  
Coos Bay, Oregon 97420

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of September A.D. 19 86 at 3:34 o'clock P. M., and duly recorded in Vol. M86,  
of Mortgages on Page 16352.

FEE \$9.00

Evelyn Biehn, County Clerk  
By 