

KNOW ALL MEN BY THESE PRESENTS, that Frank V. Surroz, Jr.

Assignor, in consideration of Ten Dollars (\$10.00) and in consideration of the making of the mortgage loan set forth hereafter, and other good and valuable considerations paid by UNITED STATES NATIONAL BANK OF OREGON, a national banking association, Assignee, hereby assigns unto the assignee all rents, income profits, royalties, bonuses, and/or benefits arising from the following described land, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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 Deed of Trust given by Frank V. Surroz, Jr.

_____, to UNITED STATES NATIONAL BANK OF OREGON, a national banking association, in the sum of Five Hundred Twenty Five Thousand and No/100-----Dollars (\$ 525,000.00) and to further secure the payment of all taxes and assessments due and to become due upon the mortgaged property under Deed of Trust dated December 19, 1986, 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 Deed of Trust. 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 Deed of Trust.

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.

IN WITNESS WHEREOF, said assignor signed this instrument and hereto set hand
and seal this 22nd day of December 1986.

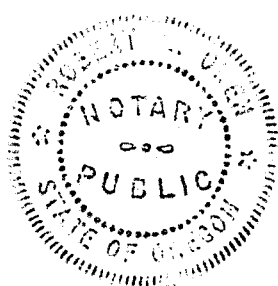
Frank V. Surroz, Jr.
Frank V. Surroz, Jr.

STATE OF OREGON)
County of Klamath) ss.

Dec 22, 1986

Personally appeared the above-named Frank V. Surroz Jr
and acknowledged the foregoing instrument to be A voluntary act.

Before me:



Robert L. Lowe
Notary Public for Oregon
My commission expires: Oct 30, 1989

Return: MIC

EXHIBIT "A" DESCRIPTION

24185

PARCEL 1

A parcel of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Easterly right of way of Washburn Way, from which a bolt in a cased monument marking the section corner common to Sections 3, 4, 9 and 10 of said Township and Range, bears North 00°02'42" West 594.75 feet and North 89°06'00" West 64.11 feet; thence South 89°33'43" East 297.15 feet; thence North 00°09'42" West 115.00 feet; thence North 89°33'43" West 297.15 feet to the Easterly right of way line of said Washburn Way; thence South 00°02'42" East 115.00 feet to the point of beginning, with bearings based on the recorded map of survey of Major Land Partition No. 79-37.

PARCEL 2

A parcel of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Easterly right of way of Washburn Way, from which a bolt in a cased monument marking the Section corner common to Sections 3, 4, 9 and 10 of said Township and Range, bears North 00°02'42" West 594.75 feet and North 89°06'00" West 64.11 feet; thence South 89°33'43" East 297.15 feet to the true point of beginning; thence North 00°09'42" West 115 feet; thence North 89°33'43" West 297.15 feet; to the Easterly right of way line of said Washburn Way; thence along said Easterly right of way line of Washburn Way North 00°02'42" West 25 feet; thence South 89°33'43" East 322.15 feet; thence South 00°09'42" East 140 feet; thence North 89°33'43" West 25 feet to the point of beginning, with bearings based on the recorded map of Survey of Major Land Partition 79-37.

PARCEL 3

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said tract being Parcel 2 as shown on the recorded Major Land Partition No. 79-37, said tract being more particularly described as follows:

(CONTINUED)

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ELB

PARCEL 3 (CONTINUED)

EXHIBIT "A" DESCRIPTION
(CONTINUED)

24186

Beginning at a 5/8 inch iron pin with cap at the intersection of the Southerly right of way line of Hilyard Avenue and the Easterly right of way line of the Southerly extension of Broadmore Street, said iron pin being S89°06'00"E 64.11 feet, S00°02'42"E 30.00 feet and S89°06'00"E 594.46 feet from the Northwest Corner of said Section 10; thence S89°06'00"E, along the Southerly right of way line of said Hilyard Avenue, 273.22 feet to a 5/8 inch iron pin with cap; thence S00°54'00"W 557.76 feet to a 5/8 inch iron pin; thence N89°33'43"W 240.37 feet to a 5/8 inch iron pin with cap on the Easterly right of way line of said Southerly extension of Broadmore Street; thence, Northerly along said Broadmore Street extension, N00°09'48"E 20.14 feet, along the arc of a curve to the left (central angle=16°49'31" and radius=330.00 feet) 96.91 feet, along the arc of a curve to the right (central angle=16°49'31" and radius = 270.00 feet) 79.29 feet, and N00°09'48"E 366.25 feet to the point of beginning, containing 3.40 acres, with bearings being based on the recorded map of survey of said Major Land Partition.

Also, a tract of land situated in the NW¼NW¼ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said tract being Parcel 1 and the Southerly extension of Broadmore Street as shown on the recorded Major Land Partition No. 79-37, said tract being more particularly described as follows:

Beginning at a 5/8 inch iron pin with cap at the intersection of the Southerly right of way line of Hilyard Avenue and the Easterly right of way line of Washburn Way, said iron pin being S89°06'00"E 64.11 feet and S00°02'42"E 30.00 feet from the Northwest corner of said Section 10; thence S89°06'00"E, along the said Southerly right of way line of Hilyard Avenue, 594.46 feet to a 5/8 inch iron pin with cap on the Easterly line of said Southerly extension of Broadmore Street; thence Southerly along said Easterly line, S00°09'48"W 366.25 feet, along the arc of a curve to the left (central angle=16°49'31" and radius = 330.00 feet) 96.91 feet, along the arc of a curve to the right (central angle = 16°49'31" and radius = 330.00 feet) 96.91 feet, and S00°09'48"W 20.14 feet to the Southerly line of said Broadmore Street extension; thence N89°33'43"W 618.05 feet to a 5/8 inch iron pin with cap on the Easterly right of way line or Washburn Way; thence N00°02'42"W, along said Easterly right of way line, 564.74 feet to the point of beginning, with bearings being based on the recorded map of survey of said Major Land Partition.

EXCEPTING THEREFROM:

A parcel of land situated in the NW¼NW¼ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

(CONTINUED)

Order No.: 17264

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EXHIBIT "A" DESCRIPTION
(CONTINUED)

24187

PARCEL 3 (CONTINUED)

Beginning at a 5/8 inch iron pin on the Easterly right of way of Washburn Way, from which a bolt in a cased monument marking the Section corner common to Sections 3, 4, 9 and 10 of said Township and Range, bears North 00°02'42" West 594.75 feet and North 89°06'00" West 64.11 feet; thence South 89°33'43" East 297.15 feet; thence North 00°09'42" West 115.00 feet; thence North 89°33'43" West 297.15 feet to the Easterly right of way line of said Washburn Way; thence South 00°02'42" East 115.00 feet to the point of beginning, with bearings based on the recorded map of survey of Major Land Partition No. 79-37.

ALSO EXCEPTING:

A parcel of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Easterly right of way of Washburn Way, from which a bolt in a cased monument marking the Section corner common to Sections 3, 4, 9 and 10 of said Township and Range, bears North 00°02'42" West 594.75 feet and North 89°06'00" West 64.11 feet; thence South 89°33'43" East 297.15 feet to the true point of beginning; thence North 00°09'42" West 115 feet; thence North 89°33'43" West 297.15 feet; to the Easterly right of way line of said Washburn Way; thence along said Easterly right of way line of Washburn Way North 00°02'42" West 25 feet; thence South 89°33'43" East 322.15 feet; thence South 00°09'42" East 140 feet; thence North 89°33'43" West 25 feet to the point of beginning, with bearings based on the recorded map of Survey of Major Land Partition 79-37.



Order No.: 17264

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of December A.D. 19 86 at 10:22 o'clock A M., and duly recorded in Vol. M86
of Mortgages on Page 24183.

FEE \$21.00

Evelyn Biehn,
By _____ County Clerk