

76895

K-39294
ASSIGNMENT OF RENTS - ADDITIONAL COLLATERAL SECURITY

Vol. 1187 Page 12456

KNOW ALL MEN BY THESE PRESENTS, that WESTERN BANK, an Oregon corporation, (hereinafter referred to as the "Assignee") agreed to make a loan to Robert D. Ellis and Mary Jo Ellis, dba Service Steel Erection (hereinafter referred to as the "Assignors") which loan is evidenced by Assignor's note dated July 10, 1987 in the principal amount of Thirty-eight Thousand Five Hundred and no/100 (\$ 38,500.00) Dollars and interest payable in equal monthly installments of Seven Hundred Forty-three and no/100 (\$ 743.00) Dollars each, payable on the 10th day of each month, commencing with August 10, 19 87, secured by a Trust Deed or Mortgage dated July 10, 19 87.

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, in consideration of the loan hereinabove described and other valuable consideration,

Robert D. Ellis and Mary Jo Ellis, Husband and Wife, dba Service Steel Erection

do 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 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 hereunder 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 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Dated this 10th day of July, 19 87

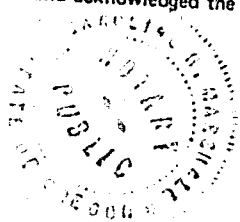
Robert D. Ellis
Mary Jo Ellis
Robert D. Ellis
Mary Jo Ellis

STATE OF Oregon)
COUNTY OF Klamath) SS.

July 10 A.D., 19 87

Personally appeared the above named Robert D. Ellis and Mary Jo Ellis
and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Carolene H. Marshall
Notary Public for Oregon
My Commission Expires 2-9-90



A parcel of land situated in Lot 1 of Section 7 Township 40 South, Range 8 E.W.M., more particularly described as follows:

Beginning at the brass-cap monument marking the North one-quarter corner of said Section 7, said point also being the Northwest corner of said Lot 1; thence South 89°51'03" East along the North line of said Lot 1 a distance of 337.81 feet to an iron pin on the Southwesterly right of way line of the Keno-Worden Highway; thence along said Southwesterly line South 39°44'25" East a distance of 1385.96 feet to a one-half inch iron pin; thence South 53°15'58" West a distance of 50.45 feet to a one-half inch iron pin; thence North 89°45'39" West a distance of 979.35 feet to a point; thence South 0°02'21" West a distance of 205.3 feet to a one-half inch iron pin on the North-South center line of said Section 7; thence North 0°02'21" East along said center line a distance of 1295.89 feet, more or less to the point of beginning, said parcel containing 20.84 acres, more or less.

Return to: Western Bank
P.O. Box 1377
Coos Bay, Oregon 97420
Attn: Jeffrey R. McKinnon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 14th day
of July A.D. 19 87 at 1:32 o'clock P M., and duly recorded in Vol. M87
of Mortgages on Page 12456
FEE \$9.00
Evelyn Biehn,
By [Signature] County Clerk