## 78041 ASSIGNMENT OF RENTS - ADDITIONAL COLLATERAL SECURITY Page 14491

KNOW ALL MEN BY THESE PRESENTS, that WESTERN BANK, an Oregon corporation, (hereinafter referred to as the "Assignee") agreed to make a loan to Joseph Michael Hohman and Edward R. Zarosinski, Trustee for the Zarosinski Employees Trust (hereinafter referred to as the "Assignors") which loan is evidenced by Assignor's note dated \_\_\_\_\_\_\_ (hereinafter referred to as the "Assignors") which loan is evidenced by Assignor's note dated \_\_\_\_\_\_\_

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In the principal amount	Of Iwency four I	nousand beven i	iditated nameey a	. our und 31/200	
(\$ 24,794.54 )	Dollars and interest p	avable in equal mont	hly installments of	Six Hundred Forty a	nd
94/100* *	* * *	* * *	( <u>\$</u> 640.94	) Dollars each, payable on	the
10th day of each month, commencing with <u>September 10</u> , 19 <u>87</u> , secured by a Trust Deed or					
Mortgage dated	August 11	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,

Joseph Michael Hohman and Edward R. Zarosinski, Trustee for the Zarosinski Employees Trust

do hereby assign to the said Assignee, or its assigns, all rents and revenues from the following described property: PARCEL 1:

All that portion of the NE 1/4 of the NE 1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls; and running thence, Northeasterly along the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street 96.39 feet, more or less, to the Northeasterly line of Ninth. Street; thence Southeasterly along Ninth Street, 117.23 feet, more or

of Ninth. Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less to the point of beginning. 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 scting 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 mortgage 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.

19\_87 August 11th Dated this day of Josef Edward R. Zarosinski STATE OF \_OREGON SS. COUNTY OF \_\_\_\_\_KLAMATH A.D., 19\_87 August 11 Personally appeared the above named Joseph Michael Hohman and Edward R. Zarosinski voluntary act and deed. Before me: and acknowledged the foregoing instrument to be \_ their Return to: Western Bank A+, NA 5 5, H mas P.O. Box 669 S. Klamath Falls, OR 97601 101 Notary Public for Oregon NOTAR My Commission Expires \_\_\_\_ 2-9 q.-PUSL 1 YPF 0 RE-24 8/86 0 F STATE OF OREGON: COUNTY OF KILAMATH: SS. Mountain Title Company 12th \_ day the Filed for record at request of \_M., and duly recorded in Vol. M87 August A.D., 19 87 at 1:17 o'clock P of Mortgages \_ on Page \_\_14491 of County Clerk Evelyn Biehn, 9. By FEE \$5.00