

MT-198661C  
ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That Sheahan Investment Co., hereinafter referred to as the Assignor (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Assignor by UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereby sells, assigns, transfers and sets over unto said Bank, its successors and assigns, all of said Assignor's right, title and interest in and to that certain lease dated the 1st day of July, 1988, by and between the Assignor, as Lessor, and Double S. Foods, as Lessee, covering the following premises in the City of Klamath Falls, County of Klamath, State of Oregon, to-wit:

See Attached Exhibit "A" For Legal Description

together with the right to collect and receive all moneys due and to become due under the terms of said lease, or any extensions or renewals thereof.

This assignment is executed and delivered to said Bank as additional collateral security for a loan made to said Assignor by said Bank contemporaneously herewith and any renewal or renewals thereof and as security for any further advances made to said Assignor by said Bank, and it is understood and agreed that the Assignor shall continue to perform all of the obligations imposed upon the Assignor as Lessor by the provisions of said lease and that said Bank by its acceptance of this assignment and the receipt of payments from the Lessee assumes no responsibility whatsoever with respect to the performance of such obligations and the Assignor hereby agrees to hold said Bank harmless from any and all claims that may arise as a result of the Assignor's failure to comply with the obligations imposed upon said Assignor as Lessor by the provisions of said lease.

It is further understood and agreed that the Lessee shall continue to make the rental payments to the Lessor strictly at the times and in the amounts specified in said lease until such time as said Bank shall, in writing, notify the Lessee that all further rental payments are to be made to said Bank, and all rental payments made to said Bank after such notice shall constitute payments duly made under the provisions of said lease.

No prepayment of rental whatsoever shall be made by the Lessee to the Lessor nor shall any such prepayment be accepted by the Lessor, at any time without the prior written consent of said Bank.

As a further consideration for the loan hereinabove referred to, the Assignor further covenants and agrees with the Bank that while this assignment is in full force and effect the Assignor, as Lessor, will not exercise any rights to terminate said lease under and by virtue of the provisions thereof or to amend the same without first obtaining the written consent of the Bank so to do.

Executed this 16<sup>th</sup> day of July, 1988.

Sheahan Investment Co.

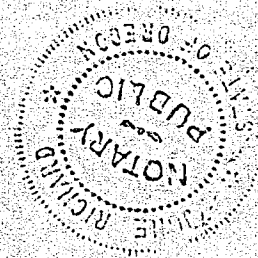
By: [Signature]  
 G. Cameron Sheahan, Jr., President

State of OREGON }  
County of Multnomah } ss.

THIS CERTIFIES that on this 6th day of July, 19 88  
personally appeared G. Cameron Sheahan Jr  
who, being sworn, stated that he, the said G. Cameron Sheahan Jr  
is a President of said corporation and that the seal  
affixed is its seal and that this instrument was voluntarily signed and sealed  
in behalf of the corporation by authority of its Board of Directors.

Before me:

Julie Richard  
Notary Public for OREGON  
My commission expires: 5/4/90



This exhibit pertains only to that certain Assignment of Lease between Sheahan Investment Co., as Assignor and United States National Bank of Oregon as Assignee.

10690

EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of Tract 805, ENTERPRISE TRACTS, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of said Tract 805; thence North 0 degrees 00 1/2' West along the West boundary of said Tract 805, 586.64 feet, more or less, to the Southwest corner of a tract conveyed to S. Marie Stearns by deed recorded in Volume 179 at page 385, Deed Records, Klamath County, Oregon; thence South 55 degrees 50' East along the Southerly boundary of said Stearns tract, 139.3 feet, more or less, to the Southeasterly corner of said Stearns tract; thence North 34 degrees 10' East along the Easterly boundary of the said Stearns Tract 190 feet, more or less, to the Southerly boundary of South Sixth Street as described in deed to the State of Oregon recorded in Volume 191 at page 240 Deed Records, Klamath County, Oregon; thence South 55 degrees 50' East, along the Southerly boundary of the said South Sixth Street as widened in 1946, 200.72 feet, more or less, to the Northwest corner of tract conveyed by H. M. Mallory and Christine W. Mallory to The Bi-Mart Company by deed recorded in Volume M73 at page 3753, Deed Records; thence South 34 degrees 10' West, along the Northwestern boundary of said Mallory tract 400 feet, more or less, to the most Westerly corner of said Mallory tract; thence South 55 degrees 50' East, along the most Southerly boundary of said Mallory tract, 27 feet, more or less, to the Northwestern corner of tract conveyed by Howard and Maybelle E. Barnhisel and Martha D. Smith to The Bi-Mart Company by deed recorded in Volume M73 at page 3750, Deed Records; thence Southerly 205 feet, more or less, along the Westerly boundary of The Bi-Mart Company tract as described in the deed recorded in Volume M73 at page 3750, to a point on the Southerly boundary of said Tract 805 which is South 89 degrees 47' West 440 feet, more or less, from the Southeast corner of said Tract 805; thence South 89 degrees 47' West, along the Southerly boundary of the said Tract 805, 188 feet, more or less, to the Southwest corner of the said Tract 805 and the point of beginning, with bearings based on the recorded Survey #62 and description in deed from Klamath Basin Cooperative to Howard and Maybelle E. Barnhisel and Richard M. and Martha D. Smith recorded March 8, 1952, in Volume 253 at page 350, Deed Records of Klamath County, Oregon.

Tax Account No.: 3909 004AA 05700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.  
of July A.D., 19 88 at 4:11 o'clock P. M., and duly recorded in Vol. M88  
of Mortgages on Page 10688, day

FEE \$18.00

Evelyn Biehn County Clerk  
By Pauline M. Mendenhall