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MTC- 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 its successors and assigns, all of said Assignor's right, title and interest 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 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 said Bank harmless from any and all claims that may arise as a result of the as Lessor by the provisions of the as Lessor by the provisions of the satignor is a substant of the as Lessor by the provisions of said claims that may arise as a result of the 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

Executed this 16 day of 1004 19 82 Sheahan Investment Co.

President

10 Cameron Sheahan, Jr

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State of ORIGON } ss.

THIS CERTIFIES that on this GH day of Yuly, 19 SSpersonally appeared <u>6. Canevon Steakan</u> DE, 19 SSwho, being sworn, stated that <u>he</u>, the said <u>6. Canevon Steakan</u> DEis a <u>freduct</u> 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:

Notary Public for OR130 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.

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EXHIBIT "A" LEGAL DESCRIPTION

A portion of Tract 805, ENTERPRISE TRACTS, Klamath County, Oregon,

Beginning at the Southwest corner of said Tract 805; thence North 0 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 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 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 or less, to the Northwest corner of tract conveyed by n. N. Malloty 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 Northwesterly boundary of said Mallory tract 400 feet, West, along the Northwesterly 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 Northwesterly 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, 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 foot more or less from the Southeast corpor of said Tract 805. feet, more or less, from the Southeast corner of said Tract 805; teet, 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 recorded Survey #62 and description in deed from Klamath Basin 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,

Tax Account No.: 3909 004AA 05700

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____

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SS.