38 AUG 30 PM 3 [3

Aspen #01032557 Vol.

KNOW ALL MI	N BY THESE PRESENTS, that WESTERN BANK, an Oregon corporation, (hereinafter referred t	
as the "Assignee") agr	eed to make a loan to <u>James A. Borror</u> and Donna J. Borror dha Custom	Ю
(hereinafter referred t	eed to make a loan to <u>James A. Borror and Donna J. Borror dba Custom</u> Cabinets by James Borror o as the "Assignors") which loan is evidenced by Assignor's note dated <u>August 30, 1988</u>	3
in the principal amou	nt ofThirty-three Thousand Seven Hundred Fifty and no/100	
(\$33,750.00	J Dollars and interest payable in equal monthly installments of <u>Three Hundred Sixty-ty</u>	10
5th day of	each month, commencing with September 5 , 19 88, secured by a Trust Deed of	10
	August 30 , 19 88 .	

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,

James A. Borror and Donna J. Borror, Husband & Wife, doing business as Custom Cabinets by James Borror

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

A portion of the N¹ of Tract 1 of GIENGER'S HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as

Beginning at an iron pin set at the Southeast corner of the N1 of said Tract 1 of Gienger's Home Tracts; thence North along the East line of said Tract 1 a distance of 89.5 feet Which said point is the true point of beginning of the property herein conveyed; thence West at right angles to the West line of said Tract 1; thence North along the West line of said Tract 1 a distance of 68.5 feet, more or less, to a pin set in the ground pursuant to that certain boundary line agreement, recorded February 15, 1953 in Volume 259 at page 215, Deed Records of Klamath County, Oregon; thence East at right angles to the East line of said Tract 1; thence South along the East line of said Tract 1 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 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 it 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	<u>30th</u> day of	August ,19 88 .
		James A. Borror and Donna J. Borror dba Custom Cabinets by James Borror
		By: 62 9.73
TATE OF	Oregon	By: Dina Sina
COUNTY OF	Klamath	s. U
August 30	2	., 19 <u>88.</u>
ersonally appear	ed the above named James said business,	A. Borror and Donna J. Borror, individually and a their voluntary act and deed. Before me:
	o the loregoing his runnent to be	e their voluntary act and deed. Before me:
	ENOTARY 。全部	Warlene T. Addington
	PUBLIC	Notify Public for Oregon My Commission Expires 3-21-89
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ASSISTANTAL OF DENTS, ADDITIONAL COLLATERAL SECURITY

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(<u>\$.362.68</u>) Dollars each, payable on the miner 5 19 <u>88</u> , secured by a Trust Deed or	th, commencing with <u>Sept</u> e	from ribae to Val) (13%)
	<u>. 88 er Of Jen</u>	
he rosking of the storesald loan, to assign as additional	ann same in consideration of t	izā hiseelt 2000-kW
STATE OF OREGON: COUNTY OF KLAMATH: ss.	and the second second	
Filed for record at request of Aspen Title Co).	the 30th day
of <u>Aug,</u> A.D., 19 <u>88</u> at <u>3:13</u> of <u>Mortgages</u>	on Page <u>14090</u>	<u></u>
FEE \$13.00	Evelyn Biehn Co By <u>Oaulene</u> Y	ounty Clerk
Return: A.T.C.		
Actual A.1.0.		
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c said Assignee, its agents or attornays, at its election,		
s agent for the Assignor to take and maintain full control for non-payment of rent; to leasy gill of said property or	(or their successors in interest) a	rongitud and or souter Auditive
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conve all rents and income therefrom and issue receipts	cost thereof from the rents; to n	deem advisable and deduct the
the necessary operating expenses and to retain the usual coresald mortgage any amount due upon the debt secured		
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