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Vol. mgg Page 20432

ASSIGNMENT OF LEASES AND RENTS

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KNOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a non-profit California Corporation Assignor, in consideration of Ten Dollars (\$10.00) and in consideration of the making of the mortgage loan set forth hereinafter, and other good and valuable consideration paid by U.S. BANCORP MORTGAGE COMPANY acting on behalf of UNITED STATES NATIONAL BANK OF OREGON, a national banking association, Assignee, hereby assigns unto Assignee all rents, income, profits, royalties, bonuses, and/or benefits arising from the following described land, to-wit:

Lot 12, Block 43, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, and Lots 6, 7, 8, 9, and 10, Block 1, WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, in the county of Klamath, State of Oregon.

TO HAVE AND TO HOLD the same unto Assignee, and to the successors and assigns of Assignee forever.

THE AFORESAID is to be held by Assignee as collateral security for the payment of the principal and interest provided to be paid in certain Deed of Trust given by INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a non-profit California Corporation to U.S. BANCORP MORTGAGE COMPANY, acting on behalf of UNITED STATES NATIONAL BANK OF OREGON, a national banking association, in the sum of One Hundred Eleven Thousand and No/100 Dollars (\$111,000.00) and to further secure the payment of all taxes and assessments due and to become due upon the mortgage property under Deed of Trust dated $\swarrow //-22-88$, covering the premises herein described, and the acceptance of this assignment and the payments hereby assigned shall be without prejudice to and shall not constitute a waiver of any rights of Assignee under the terms of said Deed of Trust. And it is expressly understood and agreed by the parties hereto that said Assignor reserves and is entitled to collect and retain the rentals unless and until default occurs in the performance of said Deed of Trust.

FURTHERMORE, IT IS UNDERSTOOD that this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any damaged or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, or any other person or party.

IN THE EVENT of any default, Assignee is hereby constituted attorney in fact for Assignor and empowered to collect the rents, income, profits, royalties, bonuses, and/or benefits hereby assigned, and apply the same, and further, Assignee shall have the right to enter upon said premises and let the same, or any part thereof, and collect the rents, income, profits, royalties, bonuses and/or benefits therefrom which are due or to become due and apply the same after payment of all charges and expenses on account of said indebtedness.

ASSIGNEE SHALL HAVE THE sole and uncontrolled election whether or not it will exercise the powers hereby granted, and no failure to exercise the same shall constitute a waiver of any future rights thereof, to exercise the same at any time; nor shall Assignee be liable to collect any rents, or make any repairs, or disbursements for maintenance or management.

IT IS FURTHER UNDERSTOOD that no security deposited by the tenant with Assignor under the terms of the tenancy has been transferred to Assignee, and that Assignee assumes no liability for any security so deposited.

IT IS FURTHER UNDERSTOOD that the singular shall include the plural and plural shall include the singular as used herein and this agreement shall be binding upon the successors, heirs, assigns and personal representatives of the parties hereto, and all rights hereunder shall inure to the benefit of Assignee and may be enforced by its agents.

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法的规 20433IN WITNESS WHEREOF, Assignor signed this instrument this 22nd day of November 19 88 . INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a non-profit California Corporation By: Holland. Joh wh By: Bowers, Secretary State of California)) ss. County of Los Angeles THIS CERTIFIES that on this <u>22nd</u> day of <u>November</u> , 19 88 personally appeared John R. Holland who. being sworn, stated that <u>he</u>, the said <u>John R. Holland</u> is a <u>President</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: OFFICIAL SEAL GLORIA M GARRISON NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires NOV 18, 1991 Notary Public for Ordedda California My commission expires: 11-19-91 State of California)) ss. County of Los Angeles THIS CERTIFIES that on this 22nd day of <u>November</u>, 19_ 88 personally appeared <u>John W. Bowers</u> who. being sworn, stated that <u>he, the said</u><u>John W. Bowers</u> is a <u>Secretary</u> of said corporation and that the seal affixed is <u>Secretary</u> of said corporation and that the seal arrived 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: OFFICIAL SEAL GLORIA M GARRISON NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires NOV 18, 1991 Notary Public for Drebh California My commission expires: 11-18-91 STATE OF OREGON: COUNTY OF KLAMATH: 55, Aspen Title Co. 1st Filed for record at request of _ _ the _ A.D., 19 88 at 3:22 o'clock P.M., and duly recorded in Vol. M88 of Dec. on Page 20432 Evelyn Biehn Mortgages of ____ County Clerk By Dauline mullindare FEE \$13.00 Return: A.T.C. Page 2