

1685
1296

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MIT-20945-ALL
ASSIGNMENT OF LEASE AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that JACOX RANCHES, OREG., LTD. 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 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:

See attached Exhibit A.

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 JACOX RANCHES, OREG., LTD. to UNITED STATES NATIONAL BANK OF OREGON, a national banking association, in the sum of Four hundred fifteen thousand & no/100----Dollars (\$415,000.00) 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 February 17, 1989, 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.

IN WITNESS WHEREOF, Assignor signed this instrument this 17 day of Feb, 1959.

JACOX RANCHES, OREG., LTD.

By: James E. Jones Partner

By: _____

State of _____)

County of _____) ss.

THIS CERTIFIES that on this _____ day of _____, 19____, personally appeared _____,

being sworn, stated that _____ he, the said _____, who, _____ 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 Oregon
My commission expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OREGON

County of Clatsop) ss.

Personally appeared James E. Jones who, being sworn, state that he _____ executed the foregoing instrument and is/are member _____ of the partnership of JACOX RANCHES, OREG., LTD. and acknowledged that _____ he _____ executed said instrument freely and voluntarily on behalf of said partnership.

Before me:

Notary Public for Oregon
My Commission expires: 4-17-91

RETURN:

U. S. NATIONAL BANK
P.O. Box 729
MEDFORD, OR 97501

11013
10347

Order No.: 20945

EXHIBIT "A"
LEGAL DESCRIPTION

In Township 33 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 1: E1/2 of E1/2 of NE1/4; E1/2 of NE1/4 of SE1/4; SE1/4 of SE1/4; NE1/4 of SW1/4; E1/2 of SE1/4 of SW1/4; SW1/4 of SE1/4.

Section 12: E1/2 of NE1/4; W1/2 of NE1/4; SW1/4 of SE1/4 of NW1/4; SE1/4 of NW1/4 of SW1/4; E1/2 of SW1/4 of SW1/4; E1/2 of SW1/4; SE1/4; E1/2 of E1/2 of NW1/4;

Section 13: E1/2; E1/2 of W1/2; NW1/4 of NW1/4.

Section 24: W1/2; W1/2 of E1/2; W1/2 of E1/2 of E1/2.

In Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Section 6: SE1/4 of SW1/4; Lots 5, 6 and 7.

Section 18: Lots 3 and 4; E1/2 of SW1/4.

Tax Account No: 3306 00000 02100
3307 00000 03700
3307 00000 06900

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co. the 9th day
of June A.D., 19 89 at 3:35 o'clock P. M., and duly recorded in Vol. M89
of Deeds on Page 10345.

FEE \$18.00

INDEXED
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Evelyn Biehn County Clerk
By Pauline Mullendore



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co. the 20th day
of June A.D., 19 89 at 2:39 o'clock P. M., and duly recorded in Vol. M89
of Mortgages on Page 11011.

FEE none

Evelyn Biehn County Clerk
By Pauline Mullendore

Re-recorded to correct recording-