

6363 OK

TRUST DEED

Vol. m89 Page 19394

THIS TRUST DEED, made this 25TH day of

day of

SEPTEMBER

19 89, between

as Grantor, WILLIAM P BRANDSNESS
SOUTH VALLEY STATE BANK

as Beneficiary,

as Trustee, and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 IN BLOCK 78 OF KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, not sooner paid, to be due and payable OCTOBER 1, 1992 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said debt, becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete, or, restore, promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such statements pursuant to the Uniform Commercial Code, as the beneficiary may require and to pay for filing same in the proper public office, or offices, as well as the cost of all lien searches made by the filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000, written in policies acceptable to the beneficiary, with loss payable to the latter; all of the grantor shall be delivered to the beneficiary as soon as insured; deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by the covenants hereof and for such payments with interest, as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the extent that they are bound for the payment of the obligation herein described, and such payments shall be immediately due and payable without notice, and the payment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including the foreclosure of this deed, to pay all costs and expenses, including the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate courts, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of the deed and the note for the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The beneficiary, in any reconveyance may be described as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said premises and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may elect the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage, or may direct the trustee to foreclose this trust deed by remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the entire amount due at the time of the cure other than such portion as would then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied, of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust surplus; (4) to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or an escrow agent licensed under ORS 696.505 to 696.585.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

OTHER PROVISIONS

18. DEFAULT ASSIGNMENT OF RENTS AND LEASES. EXHIBIT "A" ATTACHED.

19. SUPPLEMENTAL AGREEMENT CONCERNING PAYMENT OF LIENS, TAXES, ASSESSMENTS AND INSURANCE. EXHIBIT "B" ATTACHED.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) for the purchase of real property, or
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Donald E Rowlett
Donald E Rowlett
Jean Rowlett
Jean Rowlett

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on October 2, 1969, by Donald E and Jean Rowlett

John A. Gagnier
Notary Public for Oregon
My commission expires: 6-12-92

STATE OF OREGON

County of

This instrument was acknowledged before me on 19, by as of

Notary Public for Oregon
My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance, and documents to be signed on behalf of said trust deed.

DATED: 1969, the 2nd day of October, at Klamath Falls, Oregon.

Beneficiary

TRUST DEED

STATE OF OREGON, County of Klamath

Donald E and Jean Rowlett

Grantor

South Valley State Bank

Beneficiary

After Recording, Return to

South Valley State Bank

801 Main Street

Klamath Falls, OR 97601

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 19 day of 1969, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By

NAME

Deputy

RECORDED

INDEXED

FILED

1969

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SUPPLEMENTAL AGREEMENT CONCERNING
PAYMENT OF LIENS, TAXES, ASSESSMENTS AND INSURANCE

R E C I T A L S:

A. Sections 4 and 5 of the Trust Deed deal with insurance, liens, taxes and assessments upon the real property.

B. The parties hereto desire to provide a means for the orderly reserve of the sum necessary to pay the liens, taxes, assessments and insurance upon the real property.

C. The parties agree as follows:

AGREEMENT

1. The provisions of this Agreement shall be in addition to and supplemental to the Note and the Trust Deed.

2. Grantors shall pay all delinquent taxes upon the execution of this Agreement.

3. Grantors shall provide to Beneficiary written proof on a quarterly basis of payment of taxes. ✓

4. In the event of default of any provision of this Supplemental Agreement, the Note, or the Trust Deed, Grantors shall deposit into an account at Beneficiary, under the name of Grantors but under the control of Beneficiary, a sum equal to one-twelfth of the annual taxes for the year 1988-89, and for each year thereafter in the same increments. Grantors shall, on or before the 10th day of each month thereafter, make a similar deposit for taxes. Failure of Grantors to make any such deposit shall constitute a default under the Note, Trust Deed, and this agreement. Any or all interest earned upon the controlled account shall accrue to the benefit of Grantors. Beneficiary shall pay taxes as they become due from the controlled account and may pay the taxes on a quarterly basis, at its election. In the event the funds in the controlled account are, for any reason, insufficient to pay the taxes due for any quarter, or any other lien or assessment that becomes due, Beneficiary shall send Grantors a ten (10) day demand letter setting forth the taxes, liens or assessments which are deficient and Grantors will deposit to the controlled account the funds necessary to pay the taxes, liens or assessments. Failure of Grantors to deposit such funds within the ten (10) day period shall constitute a default under the Note, Trust Deed, and this agreement.

5. Insurance proceeds shall be paid directly to Beneficiary which may deal directly with any insurance company. All proceeds from any insurance on the Trust Property shall be held by Beneficiary as collateral to secure performance of the obligations secured by the Trust Deed. Grantors may elect either to restore or not to restore the damaged improvements. If Grantors shall repair or replace the damaged improvements in a manner satisfactory to Beneficiary, Beneficiary shall, upon satisfactory proof of performance of work, pay or reimburse Grantors from the insurance proceeds for the reasonable cost of repair or restoration completed. If Grantors notify Beneficiary in writing that, pursuant to their rights hereunder, they elect not to repair or replace the damaged improvements, Beneficiary shall apply the proceeds not to be so used toward payment of all or part of the indebtedness secured by the Trust Deed in such order as Beneficiary may determine. Any insurance proceeds which have not been paid out within one year after their receipt for the repair, replacement or restoration of the Trust Property shall forthwith be applied by Beneficiary toward payment of all or part of the indebtedness secured by the Trust Deed in such order as Beneficiary may determine.

DEFAULT ASSIGNMENT OF RENTS AND LEASES

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NOW, THEREFORE, in consideration of and as an inducement to the making by Beneficiary to Grantor of the loan secured by the Deed of Trust, Grantor does hereby assign, transfer and set over to Beneficiary all the right, title and interest of the Grantor in and to any Leases on the property, whether written or oral, now in effect or hereafter entered into covering the Property or any portion thereof (hereinafter collectively referred to as the "Assigned Documents", which term shall be deemed to include amendments, modifications, extensions or renewals thereof) and all rents, issues, profits, fees, revenues, costs, expenses and other sums payable under the Assigned Documents (herein collectively called the "Assigned Payments") accruing from the Property and any and all other or further rights, powers and privileges of Grantor in and under the Assigned Documents, together with all Assigned Payments which may be or become due, or to which Grantor may now or hereafter become entitled, arising or issuing out of the Assigned Documents or from or out of the Property or any part thereof.

TO HAVE AND TO HOLD the same unto Beneficiary, its successors and assigns, until such time as the indebtedness secured by the Deed of Trust shall have been paid in full, for the purpose of further and collaterally securing (1) the payment of the indebtedness evidenced by the Note and Agreement, together with the interest on said indebtedness; (2) payment of all other sums, with interest thereon, to become due and payable to Beneficiary under the provisions of the Note and Agreement and the Deed of Trust, and (3) performance and discharge of each and every obligation, covenant and agreement of Grantor herein, and in the Note and Agreement and the Deed of Trust contained.

This instrument and assignment is delivered and accepted upon the following terms and conditions:

1. So long as no default shall exist under the Note and Agreement and the Deed of Trust or this Assignment, the Grantor shall have the right to manage and operate the Property and to collect, receive and apply for its own account all Assigned Payments accruing by virtue of the Assigned Documents and to execute and deliver proper receipts and acquittances therefor.

2. Immediately upon the occurrence of any event which would entitle the holder of the Note and Agreement to accelerate the maturity date thereof (including but not limited to a default under this Assignment) and until such default shall have been cured as hereinafter defined, Beneficiary is hereby expressly and irrevocably authorized to enter and take possession of the Property by actual physical possession, or by written notice served personally upon or sent by registered mail to Grantor, as Beneficiary may elect, and no further authorization shall be required. Following such entry and taking of possession, Beneficiary may:

(a) Manage and operate the Property or any part thereof;

(b) Lease any part or parts thereof for such periods of time and upon such terms and conditions as Beneficiary may, in its reasonable discretion, deem proper;

(c) Enforce, cancel or modify any Assigned Documents;

1. DEFAULT ASSIGNMENT / Exhibit "A" Intitals of Grantor _____

(d) Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Assigned Payments that may then be or may thereafter become due, owing or payable with respect to the Property or any part thereof from any present or future lessees, owners, purchasers, tenants or occupants thereof;

(e) Institute, prosecute to completion or compromise and settle all actions, suits or proceedings for Assigned Payments affecting the Assigned Documents, the Property, or any part or parts thereof;

(f) Enforce, enjoin or restrain the violation of any of the terms, provisions and conditions of any Assigned Documents, now or hereafter affecting the Property or any part thereof;

(g) Make such repairs and alterations to the Property or any part thereof as Beneficiary may, in its reasonable discretion, deem proper;

(h) Pay, from and out of the Assigned Payments collected in respect of the Property or any part thereof, or from or out of any other funds and any and all charges (i) required to be paid under any Assigned Document or (ii) which may, either then currently or may at any time thereafter, constitute a lien on any property conveyed by the Deed of Trust; together with any taxes, assessments, water rates, sewer rates or other government charges levied, assessed or imposed against the Property or any part thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for Beneficiary, or in Beneficiary's sole discretion, to pay in connection with the management or operation of the Property, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of completing construction of the improvements, commissions for selling or renting the Property, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services which may be required, and any other items incident to the completion, control, care, management, repair and maintenance of the Property; and

(i) Generally do, execute and perform any other act, deed, matter or things whatsoever that ought to be done, executed and performed in and about or with respect to the Property or any part thereof, as fully as Grantor might do.

(j) Beneficiary shall apply the net amount of Assigned Payments received by it from the Property, after payment of all proper costs and charges (including any loss or damage hereinafter referred to) to the reduction and payment of the principal and interest on the Note and Agreement. Beneficiary shall be accountable to Grantor only for monies actually received by Beneficiary pursuant to this Assignment.

(k) A default shall be deemed to be cured hereunder only when Grantor shall have paid in full all sums owing and past due, and shall have performed all other terms, covenants and conditions required to be performed by Grantor hereunder and under the Note and Agreement and the Deed of Trust.

3. Grantor hereby irrevocably directs each lessee, licensee, concessionaire, owner, purchaser, tenant or occupant or other person required to make any payments to Grantor under each Assigned Document and under any other document which shall hereafter become an Assigned Document, upon demand and notice from Beneficiary of Grantor's default under the Note and

2. DEFAULT ASSIGNMENT / Exhibit "A" Initials of Grantor _____

Agreement, or which would entitle the holder of the Note and Agreement to accelerate the maturity date thereof, to pay Beneficiary all Assigned Payments accruing or due under the Assigned Documents from and after the receipt of such demand and notice. Any such person making such payment to Beneficiary shall be under no obligation to inquire into or determine the actual existence of any such default claimed by Beneficiary.

4. Grantor hereby agrees to indemnify and hold Beneficiary harmless against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees which it may or shall incur under any of the Assigned Documents, or by reason of this assignment, or by reason of any action taken by Beneficiary hereunder, and against and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or conditions contained in any Assigned Documents or otherwise to impose any obligation upon Beneficiary with respect to any of the Assigned Documents. Prior to actual entry into and taking possession of the Property by Beneficiary, this Assignment shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Property, and the execution of this Assignment by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

5. Grantor agrees that so long as no default shall exist under the Deed of Trust, the Note and Agreement or this Assignment, Grantor will enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by each person under each Assigned Document, and any document which may hereafter become an Assigned Document.

6. Grantor agrees to execute and deliver to Beneficiary, at any time or times during which this assignment shall be in effect, such further instruments as Beneficiary may deem necessary to make effective this Assignment and the several covenants of Grantor herein contained.

7. All leases or subleases covering all or any part of the Property and all amendments, extensions or modifications to leases of space in the property shall be submitted to and approved by Beneficiary prior to their execution and delivery by Grantor. Each and every amendment, extension, renewal of any Assigned Document shall also be submitted to and approved by Beneficiary prior to its execution and delivery by Grantor.

8. Failure of Beneficiary to avail itself of any of the terms, covenants and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Beneficiary under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which Beneficiary shall have under or by virtue of the Deed of Trust or the Note and Agreement. The rights and remedies of Beneficiary hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

9. Beneficiary shall have the right to assign to any subsequent holder of the Deed of Trust, or to any person acquiring title to the Property, all right, title and interest in any Assigned Document; subject, however, to the provisions of this Assignment. No assignee of Grantor's interest in the

3. DEFAULT ASSIGNMENT / Exhibit "A" Initials of Grantor _____

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Assigned Documents shall be liable to account to Grantor for any rents, income, revenue, issues or profits thereafter accruing.

10. Upon payment in full of all the indebtedness secured by the Deed of Trust, as evidenced by a recorded satisfaction or release of Deed of Trust, as well as any sums which may be payable hereunder or under the Note and Agreement and the Deed of Trust, this Assignment shall become and be void and of no effect and, in such event, upon the request of the Grantor, Beneficiary covenants to execute and deliver to Grantor instruments effective to evidence the termination of this Assignment, and/or the reassignment to Grantor of the rights, power and authority granted herein.

11. Grantor shall not amend, cancel, abridge, terminate or otherwise modify any of the Assigned Documents or any part thereof and any such amendment, cancellation, abridgement, termination or modification made without consent of Beneficiary shall be void at the option of Beneficiary. Grantor further covenants and agrees that it has not and will not accept or receive any payment of rent in advance other than according to the terms and provisions of said Leases.

12. Grantor hereby covenants and warrants that no tenant of said Property holds any option or contract to purchase the same; that Grantor has not executed any superior assignment of the Leases, or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Beneficiary from operating under any of the terms and conditions of this assignment, or which would limit Beneficiary in such operation, and Grantor further covenants and warrants that it has not executed or granted any modification whatever of said Leases except as therein specified, either orally or in writing, that the said Leases are in full force and effect according to their terms, and that there are no defaults now existing under the said Leases. No security deposited by the Lessee under said Leases with the Lessor under the terms of the Leases hereby assigned has been transferred to Beneficiary and Beneficiary assumes no liability for any security so deposited.

13. No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless Beneficiary shall have consented thereto in writing. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind Beneficiary and Grantor and their respective distributees, legal representatives, successors and assigns.

14. Grantor shall serve written notice to all existing lessees, and shall give written notice to all future lessees or include in all future leases a notice to the lessees containing the following, or similar, language:

"The property which you are leasing is subject to a Deed of Trust and a Default Assignment of Rents and Leases executed and delivered to South Valley State Bank. Under the provisions of the Default Assignment of Rents and Leases, in the event that you receive written notice from South Valley State Bank to pay rents to South Valley State Bank, you are to follow those written instructions."

15. The covenants and agreements herein contained and the rights and remedies herein conferred shall be binding upon Grantor's successors and assigns and shall run with the land.

16. This Assignment shall be construed under and governed by the laws of the State of Oregon.

4. DEFAULT ASSIGNMENT Exhibit "A" Initials of Grantor

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 12th day of Oct. A.D., 1989 at 2:26 o'clock P.M., and duly recorded in Vol. M89 of Mortgages on Page 19394.

Evelyn Biehn County Clerk

FEE \$38.00

By Barbara M. Nickerson