

K-41287
ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Fremont Millwork Co.
 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 for legal description

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 Fremont Millwork Co. to UNITED STATES NATIONAL BANK OF OREGON, a national banking association, in the sum of two hundred fifty five thousand four hundred forty three and no/100 ***** Dollars (\$ 255,443.00) 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 November 2, 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 2nd day of November 19 89.

FREMONT, MILLWORK CO

By: Paul E. Landrum

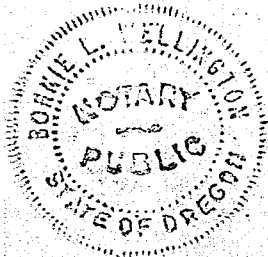
By: Kenneth H. Landrum

State of Oregon)
) ss.
County of Klamath)

THIS CERTIFIES that on this 2nd day of November, 19 89, personally appeared Paul E. Landrum and Kenneth H. Landrum, who, being sworn, stated that X he, the said President and Secretary-Treasurer is a corporate officer 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:

Bonnie L. Wellington
Notary Public for Oregon
My commission expires: 5/29/92



Return to: U.S. National Bank
P.O. Box 729
Medford, Oregon 97501

This exhibit refers to the Assignment of Leases/Rents dated November 2, 1989,
signed by Fremont Millwork Co.

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

A parcel of land lying in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 E.W.M., as follows:

Starting at an iron bolt set in a pavement vault which bolt marks the Northwest corner of Section 10; thence S. 0°07'30" E. 1342.84 feet to the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10; thence S. 0°07'30" E. 2.10 feet to the centerline of Onyx Avenue; thence S. 89°35'30" E. 62.05 feet along the centerline of Onyx Avenue; thence N. 0°02'15" W. 30 feet to an iron pin which lies at the intersection of the Easterly right of way line of Washburn Way with the Northerly right of way line of Onyx Avenue; thence S. 89°35'30" E. 1004.91 feet along the Northerly right of way line of Onyx Avenue to an iron pin, said iron pin marking the true point of beginning of this description; thence N. 0°05'36" W. 170.40 feet to an iron pin; thence N. 89°30' W. 150 feet to an iron pin; thence S. 0°05'33" E. 170.64 feet more or less to an iron pin lying on the Northerly right of way line of Onyx Avenue; thence S. 89°35'30" E. 150 feet along the Northerly right of way line of Onyx Avenue to the true point of beginning.

PARCEL 2:

A parcel of land lying in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin in a pavement vault which marks the Northwest corner of Section 10; thence S. 0°07'30" E. along the Westerly line of Section 10, 1342.84 feet to a nail and brass disc set in pavement, said disc marked RE 3641, and said nail and disc marking the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10; thence S. 89°30' E. 1317.01 feet along the South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10 to a nail set in a railroad tie, said nail set by F. Z. Howard, County Surveyor, in September 1955 to mark the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10; thence N. 89°35'30" W. 50 feet along the centerline of Onyx Street, as constructed; thence N. 0°05'40" W. along the Westerly line of the Great Northern Railway (now Burlington Northern Railway) right of way line, as protracted, 30 feet to an iron pin and brass disc, said disc marked RE 3641, said pin and disc marking the true point of beginning of this description; thence N. 89°35'30" W. and parallel to the center line of Onyx Street, as constructed, 200 feet; thence N. 0°05'40" W. 170.39 feet; thence S. 89°30' E. 200 feet to an iron pin lying on the Westerly right of way line of aforementioned railway, said iron pin having been set by F. Z. Howard, in September 1955, to mark the Northeast corner of Fremont Glass and Millwork Company property; thence S. 0°05'40" E. along said railway right of way line 170.08 feet to the true point of beginning.

SAVING AND EXCEPTING THEREFROM any portion of the above mentioned property lying within the limits of Onyx Street and the Great Northern Railway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 2nd day
of Nov. A.D., 19 89 at 3:41 o'clock P.M., and duly recorded in Vol. M89,
of Mortgages on Page 21186.

FEE \$18.00

Evelyn Biehn County Clerk

By

Pauline Muelendore