

K-43316
ASSIGNMENT OF LEASES AND RENTS
(General and Specific)

32034

Vol. m9 / Page 14013

For value received, R. Rand Hale, M.D.
("Assignor") hereby sells, assigns, and transfers to UNITED STATES NATIONAL BANK OF OREGON ("Bank") the following:

1. All of Assignor's interest in, to and under all leases, rents and profits from the following described real property located in Klamath County, Oregon, which has the tax account number of 3809-32AA-7800 & 3809-32AA-7899 (the "Property"):
(Attach legal description if necessary) SEE EXHIBIT "A"

2. All of Assignor's interest in, to, and under the following described leases which cover the Property and in which Assignor is the lessor:
- a. Lease dated _____ between Assignor and _____.
 - b. Lease dated _____ between Assignor and _____.
 - c. Lease dated _____ between Assignor and _____.
 - d. Lease dated _____ between Assignor and _____.

This Assignment is executed and delivered to Bank as security for a loan made to _____ ("Borrower") by Bank contemporaneously herewith and any number of modifications, extensions, and renewals thereof, and as security for any and all future loans made to Borrower or Assignor by Bank. This assignment vests in Bank the right to collect and receive all moneys due and to become due under the terms of each of the leases described above, and any and all modifications, extensions and renewals thereof.

Assignor shall continue to perform all of the obligations imposed upon Assignor under the assigned leases. Bank shall have no responsibility whatsoever with respect to the performance of such obligations. Assignor hereby indemnifies and holds Bank harmless from any and all liabilities, claims, damages, costs, expenses, and losses arising directly or indirectly from the operation, management, and condition of the Property and the performance or non-performance of Assignor's obligations with respect to the assigned leases, any lessee, and any other person.

In the event of any default by Borrower on the loan Bank may in its sole discretion notify any lessee that all further rental payments are to be made to Bank, and all rental payments delivered to Bank by any lessee after such notification shall constitute payments duly made under the provisions of the affected lease.

Before entering into any agreement to rent or lease all or any portion of the Property, Assignor shall first obtain Bank's written consent to all terms and conditions of such agreement and Assignor agrees to execute and deliver to Bank and cause the tenant to execute and deliver to Bank such documents as Bank may require in connection therewith. Assignor will not exercise any rights to terminate or amend a lease without the prior written consent of the Bank. Assignor will not accept any prepayment of any rentals under any lease without the prior written consent of Bank.

This assignment supplements the terms of a Deed of Trust covering the Property dated July 12, 1991 executed by Assignor. In addition to the rights and remedies provided herein, Bank shall have all rights and remedies provided in the Deed of Trust, all other documents executed in connection with the indebtedness secured hereby, and under the law.

Executed this 12th day of July, 19 91 Assignor: R. Rand Hale, M.D.

Rand Hale, MD

STATE OF OREGON)
) ss.
County of Klamath)

July 17, 19 91

Personally appeared the above named R. Rand Hale, M.D.
and acknowledged the foregoing instrument to be his voluntary act.

Before me:

Debra B. K. [Signature]
Notary Public for Oregon
My commission expires: 12-19-92

STATE OF OREGON)
) ss.
County of _____)

_____, 19 _____

Personally appeared _____, who, being duly sworn, stated that _____ he is a partner of _____ and that the foregoing instrument was signed on behalf of said partnership by authority thereof; and _____ he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of _____)

_____, 19 _____

Personally appeared _____ who, being duly sworn, state that _____ he is the _____ of the corporation that executed this instrument and that said instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors, and _____ he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

THIS EXHIBIT REFERS TO ASSIGNMENT OF LEASES AND RENTS SIGNED BY R. RAND HALE, M.D.
 ("ASSIGNOR") TO UNITED STATES NATIONAL BANK OF OREGON, DATED July 12, 1991.

DESCRIPTION OF PROPERTY:

The following described real property situated in Klamath Falls, Klamath County, Oregon.

A portion of Lot 5 in Block 48, Nichols Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of Lot 5, said point being South 37°18' East a distance of 26.5 feet from the Northwest corner of said Lot 5; thence South 37°18' East a distance of 81.15 feet to a point being 12.00 feet North 37°18' West from the Southwest corner of said Lot 5; thence North 52°42' East, a distance of 26.50 feet; thence North 37°18' West, a distance of 60.65 feet; thence South 52°42' West, a distance 1.00 feet; thence North 37°18' West, a distance of 20.50 feet; thence South 52°42' West a distance of 25.50 feet to the point of beginning.

Together with easements appurtenant thereto contained in Deed Recorded in Volume M76 page 1066, Deed Records of Klamath County, Oregon.

R. Rand Hale, M.D.

R. Rand Hale

Date

After Recording Return To:
 United States National Bank of Oregon
 Southern Oregon Commercial Banking Center
 100 Main Street East, Suite B
 P.O. Box 729
 Medford, Oregon 97501

STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

Klamath County Title Co.
 on this 18th day of July A.D., 19 91
 at 9:46 o'clock A M. and duly recorded
 in Vol. M91 of Mortgages Page 14013.
 Evelyn Biehn
 By *Rand Hale* County Clerk

b2\exhibit\ hale

Fee, \$13.00

Deputy.