

Lot 3 in Block 6 of TRACT NO. 1025, WINCHESTER, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Fee \$28.00

and assignments Lender has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority. Provided, however, this paragraph shall not be effective if Bank is the Lender in this transaction.

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"The undersigned Farm Credit Bank of Spokane, a corporation, seller under the Real Estate Contract hereinabove assigned consents and agrees as follows:

- A. Consent to the foregoing Purchaser's Assignment of Real Estate Contract for Security Purposes to Northwest Farm Credit Services, ACA, securing debt as herein described upon the conditions that Borrower continue to be bound by all terms, covenants and conditions contained in said contract, and that Lender shall be bound by all the terms, covenants and conditions contained in the contract if, and when, Lender enters into possession of the property therein described; and
- B. Agree not to terminate the contract for any violation or failure of performance thereof by Borrower without first giving Lender at least thirty (30) days written notice of termination, specifying in such notice of the reason therefore, and permitting Lender at its option to protect its security interest therein by curing any such violation or failure of performance by Borrower.

IN WITNESS WHEREOF, Farm Credit Bank of Spokane has caused this Consent to be duly executed this 23 day of October, 1991.

FARMS CREDIT BANK OF SPOKANE

BY: [Signature]

An Authorized Agent

Return to: Farm Credit SCS
900 Klamath Ave
PO Box 148
Klamath Falls 97601

IMPS:

Kenneth H + Linda J Kinsman
PO Box 7580
Klamath Falls OK 97602

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 25th day
of Oct. A.D., 19 91 at 1:59 o'clock P M., and duly recorded in Vol. M91
of Deeds on Page 22296.

Evelyn Biehn - County Clerk

By [Signature]

FEE \$38.00

Loan Documents covering all the collateral and Lender may, at its option, declare any and all Notes and Loan Documents immediately due and payable.

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2. Borrower is the lawful owner and holder of the Contract, has good and legal right to assign and transfer the same and is in possession of the real property therein described.

3. Borrower shall faithfully perform all the obligations of purchaser under the terms of the Contract. In the event of Borrower's default under the Contract, Lender in its sole discretion, may make such payments or perform such other obligations. Any payment made and sums expended by Lender for performance of such other obligations shall be added to the Borrower's indebtedness to Lender and shall bear interest at the highest rate provided in the Loan Documents.

4. This Assignment shall be treated as a real estate mortgage covering said real property together with after acquired fee simple title thereto.

5. Time is of the essence. In the event of Borrower's default of this Assignment or the Loan Documents, Lender at its option may declare all indebtedness secured hereby immediately due and payable. To enforce payment thereof Lender shall have all the rights and remedies of a mortgagee under applicable laws and may be a purchaser at any foreclosure sale.

Any fees and costs incurred or expended by Lender in enforcing this Assignment or the Loan Documents, including reasonable attorney's fees and costs, incurred in appellate proceedings, bankruptcy, or otherwise, with or without suit, shall be added to the Borrower's indebtedness secured by the Loan Documents, shall be payable on demand, and shall bear interest as provided in the Loan Documents. In the event of judgment for Lender, if sale of the security results in only a partial satisfaction of the judgment any deficiency shall be a continuing obligation of Borrower. Borrower agrees to take any action requested to perfect or continue the lien and priority of the Loan Documents. This document or a memorandum thereof may be recorded.

6. It is agreed that this Assignment shall terminate at such time as the note(s) above described shall be paid in full. A copy of the release of assignment may be provided to seller and Borrower, their successors or assigns as notice of the termination of this Assignment.>

This Assignment shall bind and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

Date Signed: October 23, 1991

Kenneth H. Kinsman
Kenneth H. Kinsman

Linda I. Kinsman
Linda I. Kinsman

STATE OF OREGON)
) ss.
County of Klamath)

On this 23rd day of October, 1991 before me personally appeared Kenneth H. Kinsman and Linda I. Kinsman, to me known to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as their free act and deed.

Rene J. Zinsinger
Notary Public for the State of Oregon
Residing at Klamath Falls, OR
My commission expires May 30, 1994

Lender acknowledges that this assignment is subject to a security interest in favor of the Farm Credit Bank of Spokane (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Lender and Bank, does assign, transfer, and set over the same unto Bank, its successors and assigns, to secure all obligations of Lender to Bank, provided that pursuant to such agreements