

## CONDITIONAL ASSIGNMENT OF RENTALS

THIS AGREEMENT, Entered into this 1st day of December, 1992, between  
The Mulvey Loving Trust, James L. Mulvey and Patricia J. Mulvey, Trustees

hereinafter referred to as Owner, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, A  
Federal Corporation, hereinafter referred to as Mortgagee.

## W I T N E S S E T H:

WHEREAS, Owner is the present owner in fee simple of property described as:

\*\*PLEASE SEE ATTACHED FOR EXHIBIT A

Account No. 3909 002DA 01700 Key No. 521590  
Account No. M-131749 Key No. 792146

in Klamath County, State of Oregon, and the mortgagee is owner and holder of a first mortgage  
covering said premises, which said mortgage is in the original principal sum of \$240,000.00,  
made by owner to mortgagee under the date of December 1, 1992; and

WHEREAS, Mortgagee, as a condition to making said loan and accepting said mortgage has  
required the execution of this assignment of the rentals of the mortgage premises by owner.

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the owner  
to mortgagee and in consideration of the accepting of the aforesaid mortgage and the note  
secured thereby, and in further consideration of the sum of One Dollar paid by mortgagee to  
owner, receipt of which is hereby acknowledged, the said owner does hereby sell, assign,  
transfer and set over unto mortgagee all of the rents, issues and profits of the aforesaid  
mortgaged premises, this assignment to become operative upon any default being made by the  
owner (mortgagor) under the terms of the aforesaid mortgage or the note secured thereby, and  
to remain in full force and effect so long as any default continues to exist in the matter of  
the making of any of the payments or the performance of any of the covenants set forth in the  
aforesaid mortgage or the notes secured thereby.

1. In furtherance of the foregoing assignment, the owner hereby authorizes the mortgagee  
its employees or agents, at its option, after the occurrence of a default as aforesaid to enter  
upon the mortgaged premises and to collect, in the name of the owner, or in thier own name as  
assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as  
the rents thereafter accrued but unpaid and in arrears at the date of such default, as well as  
the rents thereafter accruing and becoming payable during the period of the continuance of the  
said or any other default; and to this end, the owners further agree they will facilitate in  
all reasonable ways the mortgagee's collection of said rents and will upon request by mortgagee  
execute a written notice to the tenant directing the tenant to pay rent to the said mortgagee.

2. The owner also hereby authorizes the mortgagee upon such entry, at its option, to  
take over and assume the management, operation and maintenance of the said mortgaged premises  
and to perform all acts necessary and proper and to expend such sums out of the income of the  
mortgaged premises as may be needful in connection therewith, in the same manner and to the  
same extent as the owner theretofore might do, including the right to effect new leases, to  
cancel or surrender existing leases, to alter or amend the terms of existing leases, to make  
concessions to tenants, the owner hereby releasing all claims against mortgagee arising out of  
such management, operation and maintenance excepting the liability of the mortgagee to  
account as hereinafter set forth.

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Return: Klamath First Federal



3. The mortgagee shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the owners under the terms of the mortgage and the note secured thereby but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the mortgagee. The mortgagee shall not be accountable for more moneys than it actually received from the mortgaged premises; nor shall it be liable for failure to collect rents. The mortgagee shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that the owner shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, then the mortgagee within one month after demand in writing shall re-deliver possession of the mortgaged premises to owner, who shall remain in possession unless and until another default occurs, at which time the mortgagee may, at its option, again take possession of the mortgaged premises under authority of this instrument.

5. The owner hereby covenants and warrants to the mortgagee that neither it, nor any previous owner, have executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of its landlords' interest in any lease of the whole or any part of the mortgaged premises. The owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the mortgagee of this assignment.

6. It is not the intention of the parties hereto that an entry by the mortgagee upon the mortgaged premises under the terms of the instrument shall constitute the said mortgagee a "mortgagee in possession" in contemplation of law, except at the option of the mortgagee.

7. This assignment shall remain in full force and effect as long as the mortgage debt to the mortgagee remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon the owner, its successors or assigns, and upon the mortgagee and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by the mortgagee against the mortgaged premises; and the word "mortgage" shall be construed to mean, the instrument securing the said indebtedness owned and held by the mortgagee, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid mortgage shall operate as a full and complete release of all the mortgagee's rights and interests hereunder, and that after said mortgage has been fully released, this instrument shall be void and of no further effect.

Dated at Klamath Falls, Oregon, this 1st day of December, 1992.

The Mulvey Loving Trust By:

James L. Mulvey, Trustee  
James L. Mulvey, Trustee

Patricia J. Mulvey, Trustee  
Patricia J. Mulvey, Trustee

James L. Mulvey  
James L. Mulvey, (Seal) Individual

Patricia J. Mulvey  
Patricia J. Mulvey (Seal) Individual



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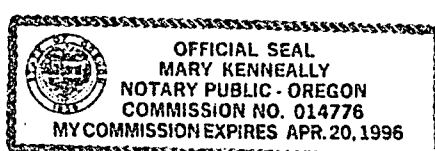
STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.

THIS CERTIFIES, that on this 2nd day of December, 19 92, before me, the undersigned, a Notary Public for said state, personally appeared the within named \_\_\_\_\_

The Mulvey Loving Trust, James L. Mulvey and Patricia J. Mulvey

to me known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Mary Kenneally  
Notary Public for the State of Oregon  
My commission expires: 4/20/96



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2, BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the South 60 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2 of BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon.

ALSO EXCEPTING: Beginning at the Southwest corner of Lot 9, Block 2 of BAILEY TRACTS NO. 2; thence East 639 feet; thence South 60 feet; thence West 639 feet; thence North 60 feet to the place of beginning, being a part of BAILEY TRACTS NO. 2, which was formerly Nadine Street.

ALSO EXCEPTING THEREFROM a portion of Lots 8 and 9, Block 2, BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the West line of Lot 9, Block 2, BAILEY TRACTS NO. 2, which bears North 0 degrees 02' East 135 feet from the Southwest corner of said Lot 9; thence South 89 degrees 59' East 149 feet to the East line of Lot 8 said Block 2; thence North 0 degrees 02' East along the East line of said Lot 8 a distance of 75 feet; thence North 89 degrees 59' West a distance of 149 feet more or less to the West line of said Lot 9; thence South 0 degrees 02' West along the West line of said Lot 9 a distance of 75 feet, more or less to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point on the West line of Lot 9, Block 2, BAILEY TRACTS NO. 2, which bears North 0 degrees 02' East 60 feet from the Southwest corner of said Lot 9; thence South 89 degrees 59' East 149 feet to the East line of Lot 8 said Block 2; thence North 0 degrees 02' East along the East line of said Lot 8 a distance of 75 feet; thence North 89 degrees 59' West a distance of 149 feet, more or less, to the West line of said Lot 9; thence South 0 degrees 02' West along the West line of said Lot 9 a distance of 75 feet, more or less, to the point of beginning, being a portion of Lots 8 and 9 in Block 2 of BAILEY TRACT NO. 2.

EXCEPTING THEREFROM a tract of land situated in Lots 1, 2 and 3 Block 2 of "Bailey Tracts No. 2", a duly recorded subdivision and in the NE1/4 SE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the E1/4 of said Section 2; thence South 42 degrees 38' 05" West 637.81 feet to the Southeast corner of the proposed Albertson's parcel, being the true point of beginning of this description; thence North 00 degrees 00' 26" East, along the East line of said proposed Albertson's Parcel, 164.23 feet, more or less, to a point on the Northerly line of that Tract of land described as Parcel 1 in Deed Volume M89, page 25,077, Microfilm Records of Klamath County, Oregon (Southerly line of the Enterprise Irrigation District Canal); thence Westerly, along said Northerly line, North 70 degrees 23' 30" West 147.82 feet, South 79 degrees 35' 30" West 51.00 feet, and South 39 degrees 28' 30" West 68.00 feet, more or less, to a point on the East line of said "BAILEY TRACTS NO. 2"; thence South 00 degrees 03' 14" West, along said East line, 5.56 feet, more or less, to the Northeast corner of Block 2 of said "BAILEY TRACTS NO. 2"; thence along the Northerly line of said Block 2, South 39 degrees 42' 12" West 110.05 feet, South 56 degrees 51' 29" West 83.54 feet, and South 70 degrees 34' 13" West 74.16 feet to the Northwest corner of Lot 3 Block 2; thence North 88 degrees 54' 32" East 442.90 feet to the true point of beginning.

ALSO EXCEPTING a tract of land situated in Lots 8 and 9 Block 2 of "BAILEY TRACTS NO. 2", a duly recorded subdivision, being in the NE1/4 SE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 9 Block 2; thence North 83 degrees 46' 55" East 79.55 feet to the Northeast corner of said Lot 9 Block 2; thence South 66 degrees 29' 10" East, along the Northerly line of said Lot 8 Block 2, 18.22 feet; thence South 83 degrees 33' 31" West 96.45 feet, to a point on the West line of said Lot 9 Block 2; thence North 00 degrees 17' 12" East 9.48 feet to the point of beginning.

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PRELIMINARY REPORT

PRELIMINARY REPORT ONLY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 2nd day  
of Dec. A.D., 19 92 at 1:46 o'clock PM., and duly recorded in Vol. M92,  
of Mortgages on Page 28572.

FEE \$25.00

Evelyn Biehn County Clerk  
By Daniel J. Muelender