

60525

**ASSIGNMENT OF REAL PROPERTY LEASE BY TENANT
AND CONSENT OF LANDLORD
(Not For Farm Credits)**

Date August 30, 1991

The Parties to this Agreement are:

Waggoner Plaza, a limited partnership

Rajendra Sharma dba

Joji's Restaurant

"LANDLORD"

"TENANT"

and UNITED STATES NATIONAL BANK OF OREGON, "Bank"
Southern Oregon Commercial Banking Center Branch
100 Main Street East, Suite B, P O Box 729
Medford, OR 97501

February 11, 1991

Landlord and Tenant have entered into a lease (the "Lease") dated February 11, 1991, a true copy of which is attached to this Agreement. The Lease covers the real property described as follows: (Insert legal description) Situated in Section 3, Township 39 South, Range 9 East Willamette Meridian, Klamath County, Oregon, and more particularly located at 3930 South 6th Street, Klamath Falls, Oregon, property known as Joji's Restaurant.

(the "Property"). This assignment is executed and delivered to Bank as collateral security for a loan or line of credit made to Tenant or to a person affiliated with Tenant ("Loan") by Bank contemporaneously herewith, and any extensions or renewals thereof and also as security for all other indebtedness of Tenant to Bank now existing or hereafter arising. Landlord and Tenant acknowledge that the Loan will benefit both Landlord and Tenant, and that Bank would not make the Loan if it did not receive this Agreement.

1. Assignment of Lease. In consideration of the Loan, and for other valuable consideration the receipt of which is hereby acknowledged, Tenant assigns to Bank all of Tenant's right, title and interest in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Bank of all of Tenant's rights under the Lease, subject to Tenant's rights to use the Property and enjoy the benefits of the Lease while not in default on the Loan or Lease. In the event the Bank expends any funds or incurs any liability under this Agreement, such amount or liability shall also be secured by this assignment.

2. Bank Liability. The Bank, neither by acceptance of this Agreement nor exercise of any rights hereunder, assumes any responsibility or liability whatsoever for the performance of any of the obligations of Tenant under the Lease. Tenant shall continue to perform all obligations imposed upon it as Tenant under the Lease and the Bank shall be under no duty or liability for such performance. Tenant will hold Bank harmless from any and all claims that may arise as a result of Tenant's failure to comply with any obligations imposed upon Tenant as lessee under the Lease.

3. Landlord's Consent. Landlord consents to the assignment of the Lease by Tenant to Bank.

4. Notice. Landlord will send the Bank written notice setting forth any default or prospective default of Tenant under the Lease.

5. Curing Default.

5.1 If the default is in the payment of rent, the Bank shall have 30 days from the receipt of the notice to bring the rental payments current and may thereafter pay rent as it becomes due, and so long as it does so Landlord shall not terminate the Lease or accelerate payments due under the Lease.

5.2 If the default is for the breach of any other covenant and is curable or preventable by the Bank, the Bank shall have 60 days after receipt of notice within which to (a) prevent or cure the default set forth in the notice, if preventable or curable within such period, or (b) commence and thereafter continue with diligence to prevent or cure said default, if not preventable or curable within such period. So long as the Bank causes the Lease covenants to be performed, Landlord shall not terminate the Lease or accelerate payments due under the Lease.

5.3 Landlord agrees not to exercise any right it may have to terminate the Lease or accelerate payments due under the Lease by reason of bankruptcy or insolvency of the Tenant, or by reason of any private or judicial sale of the leasehold interest by the Bank, or for any other reason which cannot be cured by the Bank so long as the Bank causes all curable covenants of the Lease to be kept, including all payments required to be made by Tenant.

6. Possession, Foreclosure and Transfer. Tenant agrees that in the event of default by Tenant under the Lease, Loan or any note or agreement with the Bank, the Bank may, in its sole discretion, exercise any of the following rights, without notice to Tenant:

6.1 Take possession of the Property.

6.2 Foreclose Tenant's interest in the Lease and Property as permitted by law.

6.3 Reassign, sell and/or sublet Tenant's interest in the Lease and/or the Property subject to written approval of Landlord. Landlord agrees not to unreasonably withhold its consent.

6.4 Exercise such other rights as it may be entitled to under law or otherwise.

Landlord agrees that Bank may exercise any of the rights contained herein against Tenant provided the Bank cures Tenant's defaults under the Lease as permitted by paragraph 5.

7. Landlord's Release and Waiver. Landlord agrees that any personal property or fixture including but not limited to See Attached Exhibit A

(the "Collateral") currently or hereafter located on the Property, in which Bank has a security interest, is severable and may be removed without further consent from Landlord in the event Tenant defaults under the Loan or the Lease.

Landlord waives and releases to Bank all of its right, title and interest in the Collateral. Landlord authorizes Bank to enter upon the Property and remove any Collateral. In the event the Property is physically damaged by such removal, Bank will either repair the damage or reimburse Landlord for the reasonable cost to effect any necessary repairs, but Bank will not be liable for any reduction in value of the Property solely attributable to removal of the Collateral.

8. General Provisions.

8.1 This Agreement shall bind the successors, assigns and heirs of the Parties.

8.2 Landlord and Tenant shall not terminate, amend, or modify the Lease without written consent of the Bank except as provided in this Agreement.

9. Special Provisions. None.

10. Signatures and Agreement. The parties agree to the terms of this Agreement as of the date first above written. Bank may assign its rights hereunder to others, including any governmental entity guaranteeing the loan or a part thereof.

LANDLORD:

Waggoner Plaza, a limited partnership

By: X [Signature] Partner

TENANT:

Rajendra Sharma dba Joji's Restaurant

X [Signature]

BANK:

UNITED STATES NATIONAL BANK OF OREGON

By: [Signature]
Title: Commercial Dept Officer

TENANTS FORM OF ACKNOWLEDGMENT

LANDLORDS FORM OF ACKNOWLEDGMENT

8878

INDIVIDUAL ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of Klamath Sept. 19, 1991Personally appeared Rajinder J. Sharma
and acknowledged the foregoing instrument to be his voluntary
act.Before me: Barbara L. Rausch

Notary Public for Oregon

My commission expires: 11/12/91

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of _____, 19____

Personally appeared _____, and
stated that he, the said _____ who, being sworn,
is a _____ and he, the said
_____ is a _____of _____ and that the seal affixed
hereto is its seal and that this instrument was voluntarily signed and sealed
on behalf of the corporation by Authority of its Board of Directors.

Before me: _____

Notary Public for Oregon

My commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of _____, 19____

Personally appeared _____
who, being sworn, states that he executed the foregoing instrument
and is/are member _____ of the partnership of _____
and acknowledged that he executed said
instrument freely and voluntarily on behalf of said partnership.

Before me: _____

Notary Public for Oregon

My commission expires: _____

BANK ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of ClatsopPersonally appeared Lawrence B. Wells
a(n) Commercial Account Officer who being sworn, states that he/she is
acknowledged that this instrument was voluntarily signed on behalf of the association by authority of its Board of Directors.Before me: Sharon N. Self

Notary Public for Oregon

My commission expires: 11-18-96

IMPORTANT INFORMATION CONCERNING USE OF THIS FORM. The underlying lease or memorandum thereof must be recorded. Use an accurate legal description of the real property in the space provided. Make sure the signatures are notarized and record this assignment in the real property records. Prepare and file a UCC-1 Financing Statement describing the assignment. Type, on the UCC-1, "Assignment to United States National Bank of Oregon of a real property lease dated _____ between _____ as landlord and _____ as tenant." Refer to your Loan Manual for additional information.

AFTER RECORDING, RETURN TO:

THIS SPACE FOR RECORDER USE

STATE OF OREGON)

) ss.

County of _____, 19____

Personally appeared _____
and acknowledged the foregoing instrument to be _____ voluntary
act.

Before me: _____

Notary Public for Oregon

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of _____, 19____

Personally appeared _____, and
stated that he, the said _____ who, being sworn,
is a _____ and he, the said
_____ is a _____of _____ and that the seal affixed
hereto is its seal and that this instrument was voluntarily signed and sealed
on behalf of the corporation by Authority of its Board of Directors.

Before me: _____

Notary Public for Oregon

My commission expires: _____

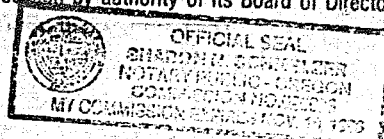
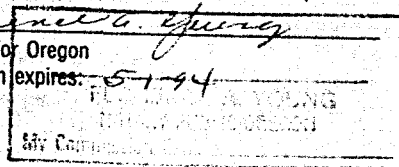
PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of MULTNOMAH 8-30, 1991Personally appeared Hjalmar J. Rathe
who, being sworn, states that he executed the foregoing instrument
and is/are member _____ of the partnership of Hjalmar
Rathe and acknowledged that he executed said
instrument freely and voluntarily on behalf of said partnership.Before me: Sharon N. Self

Notary Public for Oregon

My commission expires: 5-1-94

This exhibit refers to the "Assignment of Real Property Lease by Tenant and Consent of Landlord" signed by Waggoner Plaza, a limited partnership, as the landlord and Rajendra Sharma dba Joji's Restaurant as tenant.

Collateral Description: All inventory now owned and hereafter acquired and all products and proceeds thereof; all machinery, equipment, furniture, and fixtures now owned and hereafter acquired and all products and proceeds thereof, including but not limited to the following:

| Description-Show Manufacturer, Model, Serial No. |
|---|
| (2) Coat Racks |
| (1) 3 Ton Air Conditioner Model 50DA002316, S/N 4030058 |
| (1) Outdoor Sign 7'x4' |
| (1) Kolpale Walk-In Freezer S/N K200 9-F |
| (1) Sharp Microwave #R75 S/N ME 812 |
| (1) Seeborg Porer Amplifier |
| (1) 10# C02 Fire Extinguisher #401007 |
| (1) 10# General Fire Extinguisher Mod TCP-56, S/N 48113 |
| (1) 10# General Fire Extinguisher Mod SY0624, S/N 383160 |
| (1) 2# Elund Can Opener |
| Wells 2 Pot French Fryer |
| Pots, Pans, Dishes, Utensils |
| Fire Sprinkler System |
| (1) Walk-In Cooler |
| IBM Typewriter |
| Dishwasher Shelves |
| Tomato Slicer |
| Wall Decor |
| (2) Ceiling Fans |
| Drapes |
| Carpet & Linoleum Floor Coverings |
| Re-Upholster Booths, Back Rests & Counter Chairs |
| New Oak Finish Cash Register Stand |
| New Oak Finish Waitress Station w/Water Station |
| Hot Chocolate Dispenser Stand w/Bus-Tub Shelf |
| Repanel Coffee Shop/Dining Room |
| Remove Booth Section, Repanel w/Brass Railings |
| New Menus |
| Wallpaper Restrooms, New Faucets & Lights & Misc. |
| Paint Coffee Shop Ceiling A/C & Heater Grills |
| Table Base, Cupboards, etc. |
| New Lights in Coffee Shop, Dining Room, Restroom Signs |
| Lacquer Waitress Station, New Menu Stand, Complaint Box |
| New Plants, Decor and Other Misc. Expense |
| Toyota Van |
| Dodge CP |
| Sears Air Conditioner Wall Unit 25,000 BTU |
| Restroom Fixtures |
| Well Fryer |

| Description-Show Manufacturer, Model, Serial No. |
|---|
| (2) Flour Bin w/casters |
| (1) Keen French Fry Cutter |
| (1) Ticket Order Wheel |
| 2 Drawer Desk w/chairs |
| 1 Safe (Floor) |
| (1) 4 Drawer File Cabinet |
| (1) Rice 10 key Calculator Model 401P |
| (1) 20' Store Room Shelf |
| (1) 6' Store Room Shelf |
| 1 Filter Queen Vacuum |
| 1 Kirby Vacuum |
| 1 Panasonic Calculator Model JC654P, S/N 81301650 |
| (1) 2 Snd Pot/Pan Sink |
| 1 Brigs Water Heater Model 5055, S/N 914262 |
| 1 Jackson Dishwasher Model 10AB, S/N 17772 |
| (3) Hand Wash Sinks |
| (2) Restroom Exhaust Fans |
| (1) Hamilton Beach 3 Spindle Malt Mixer |
| (1) Hamco Lacy Fudge Warmer |
| (1) Wells Soup Warmer |
| Globe Slicer, Model #285 S/N 292170 |
| Hobart Mixer, Model #200 S/N 1748135 |
| Whirlpool Ice Machine, Model #CFCH5WE, S/N CF-CB |
| Toastwell Bun Warmer |
| (1) 3 door Howard Reach Inn |
| (1) 2 door Howard Reach Inn |
| (1) Wards Coldspot Freezer |
| (1) Admiral, Model F1043 Freezer |
| Wolf Garner Stove/Oven Model #029, S/N 217889W |
| (1) Wolf 5' grill/stand Model #24-48, S/N 91988 |
| 1 1/2 Pico Frelator S/N 859AD26331CN |
| Pico Fryer Fiter, H854316D |
| (1) Broco Chicken Broaster #12-31, S/N 521300 |
| 4 Pan Steamtable/Plate Shelf #39 |
| (1) 8-6th Pan Sand Bar/Reach Inn Model 066, S/N 513992 |
| (1) Toastmaster 4 Slice Toaster S/N103 |
| (1) 6' Woodwork Table, 3 drawer |
| (1) Savory 4 Slice Toaster |
| (1) 6' Woodwork Table/Plate Shelf |
| (1) 3' Metal Work Table/ Plate Shelf |

Dated this 30th day of August, 1991

Landlord:

Waggoner Plaza, a limited partnership

By: X [Signature] partner

Tenant:

Rajendra Sharma dba Joji's Restaurant

Rajendra T Sharma

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. Bank the 26th day
of April A.D., 19 93 at 2:09 o'clock AM., and duly recorded in Vol. M93
of Mortgages on Page 8877.

FEE \$25.00

Evelyn Biehn - County Clerk

By Douglas M. Lindro