

RETURN RECORDED DOCUMENT TO:  
U.S. NATIONAL BANK OF OREGON  
ATTN: DEBBIE CARTER  
P.O. BOX 5187  
PORTLAND, OR 97208

CONSENT TO TRANSFER AND ASSUMPTION AGREEMENT

MORTGAGOR: ESTATE OF BILL P. DICKEY  
c/o William P. Brandsness  
411 Pine St.  
Klamath Falls, OR 97601

BUYER: WILLIAM P. BRANDSNESS; SHARON D. BRANDSNESS  
and TONY RAY DICKEY  
411 Pine St.  
Klamath Falls, OR 97601

LENDER: UNITED STATES NATIONAL BANK OF OREGON  
P.O. Box 5187  
Portland, OR 97208

UNITED STATES NATIONAL BANK OF OREGON holds a Non Residential Real Estate Note (the "Note") from Mortgagor secured by a Mortgage executed and delivered by Mortgagor April 16, 1985, recorded April 17, 1984, in Book M85, Page 5562, Mortgage records of Klamath County, Oregon (the "Mortgage") covering the following property (the "Property"):

All that portion of Tracts 32 and 36, ENTERPRISE TRACTS, situated in the Northwest Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Tract 32; thence North 89° 30' 45" West a distance of 281.8 feet (West 281.7 feet by previous records) to an iron pipe on the northwesterly line of Austin Street as deeded to Klamath County by Deed Volume 229, page 300, Klamath County Deed Records; thence North 34° 07' 30" East at right angles to South Sixth Street and along the Northwesterly line of Austin Street a distance of 183.08 feet to an iron pin on a point on a line that is parallel to and 180 feet distant at right angles from the East line of said tract 32; thence North 0° 20' 45" East along said parallel line and along the Westerly line of Austin Street a distance of 722.70 feet to an iron pin being the true point of beginning of this description; said point being South 0° 20' 45" West a distance of 400.02 feet from the iron pine marking the Southerly line of Shasta Way; thence North 89° 39' 15" West a distance of 629.67 feet to an iron pin on the Southeasterly line of Avalon Street; thence North 30° 37' East along the Southeasterly line of Avalon Street a distance of 284.57 feet to an iron pipe; thence North 89° 56' East a distance of 110.32 feet to an iron pipe; thence North 0° 07' 30" West a distance of 150.11 feet to an iron pipe on the Southerly line of Shasta Way; thence North 89° 50' 30" East along the Southerly line of Shasta Way a distance of 377.21 Feet to an iron pin on the West line of Austin Street; thence South 0° 20' 45" West along the West line of Austin Street a distance of 400.02 feet to the true point of beginning of this description.

Mortgagor has transferred the Property to Buyer and Buyer wishes to secure from UNITED STATES NATIONAL BANK OF OREGON consent to the transfer of the Property from Mortgagor to Buyer as is required by the terms of the Mortgage.

The parties therefore agree as follows:

1. Consent to Transfer; No Satisfaction

UNITED STATES NATIONAL BANK OF OREGON consents to transfer of the Property from Mortgagor to Buyer. This consent shall not constitute a satisfaction of the Mortgage or the Note, both of which shall remain in effect in accordance with their terms, except as amended in the attached Real Estate Loan Extension or Revision Agreement.

2. Assumption by Buyer

Buyer assumes and agrees to pay the indebtedness evidenced by the Note and secured by the Mortgage, and to comply with all of the terms and conditions in the Note and Mortgage in the same manner as if Buyer had been the original maker and obligor of the Note and Mortgage.

3. No Release of Liability

This agreement shall not release Mortgagor from any personal liability arising from or based upon the mortgage or the Note that it secures.

4. Inspections and Appraisals

Lender or its agents may enter upon the Property at any reasonable time to inspect or appraise it, whether or not any default exists hereunder. If Mortgagor refuses to permit such inspection or appraisal, Lender may specifically enforce performance of this provision. Mortgagor agrees to pay the cost of all appraisals required by Lender in its sole discretion to comply with (a) any applicable statute or regulation or (b) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Lender. All such appraisal costs shall become a part of the Indebtedness secured hereby and shall be payable by Mortgagor on demand, together with interest thereon at the highest rate applicable to any such Indebtedness.

5. Additional Collateral

In addition to the Property identified on page 1 of the Mortgage, the Property shall also include, and Mortgagor hereby grants to Lender a security interest in all of Grantor's now owned or hereafter acquired (a) equipment and inventory which is at any time located on or used in connection with the real property described in this Mortgage or any business operated thereon; (b) accounts, general intangibles, instruments, money cash equivalents and income or revenues of any nature which arise from or relate to the operation of such property or any such business; and (c) all proceeds of any of the foregoing. All of the foregoing collateral shall be part of the "personal property" as that term is used in this Mortgage.

6. Financial Information

From time to time, upon request by Lender, Mortgagor shall provide, and shall cause any guarantor of the Indebtedness to provide, such financial information concerning such person or the Property as Lender may require. Such information may include without limitation financial statements, tax returns and operating statements regarding the Property.


7. Use with Deed of Trust

If this instrument is executed in connection with a debt secured by a Deed of Trust, "Mortgagor" shall mean "Grantor" and "Mortgage" shall mean "Deed of Trust".

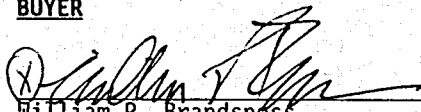
Dated this 17 day of June, 1993.

MORTGAGOR

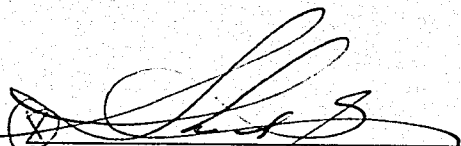
ESTATE OF BILL P. DICKEY, executed by  
TONY RAY DICKEY, successor by court order  
of the ESTATE OF BILL P. DICKEY

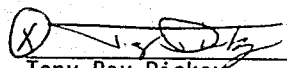
  
Tony Ray Dickey

BUYER

  
William P. Brandsness



  
Sharon D. Brandsness

  
Tony Ray Dickey

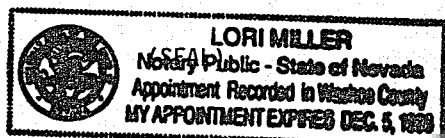
**LENDER**

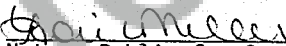
UNITED STATES NATIONAL BANK OF OREGON

By:   
D. A. Jayne  
Real Estate Loan Officer

NEVADA  
✓ STATE OF ~~OREGON~~ )  
County of Washoe ) ss.

On this 20<sup>th</sup> day of June, 1993 personally appeared the above named TONY RAY DICKEY, successor by court order of the ESTATE OF BILL DICKEY and acknowledged the foregoing instrument to be his voluntary act and deed.

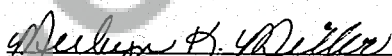


Before Me:   
Notary Public for ~~Oregon~~ Nevada  
My Commission Expires: \_\_\_\_\_

✓ STATE OF OREGON )  
County of Klamath ) ss.

On this 17<sup>th</sup> day of June, 1993 personally appeared the above named WILLIAM P. BRANDSNESS and acknowledged the foregoing instrument to be his voluntary act and deed.

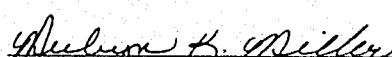
(SEAL)

Before Me:   
Notary Public for Oregon  
My Commission Expires: 9-16-93

✓ STATE OF OREGON )  
County of Klamath ) ss.

On this 17<sup>th</sup> day of June, 1993 personally appeared the above named SHARON D. BRANDSNESS and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Before Me:   
Notary Public for Oregon  
My Commission Expires: 9-16-93

✓ STATE OF ~~OREGON~~ NEVADA )  
County of Wahsoe ) ss.

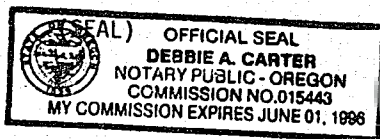
On this 20<sup>th</sup> day of June, 1993 personally appeared the above named TONY RAY DICKEY and acknowledged the foregoing instrument to be his voluntary act and deed.



Before Me: Lori Miller  
Notary Public for Nevada  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Multnomah ) ss.

On this 23<sup>rd</sup> day of June, 1993 personally appeared D. A. JAYNE, who, being duly sworn, did say that he is a Real Estate Loan Officer of UNITED STATES NATIONAL BANK OF OREGON, a national banking association, and that said instrument was signed in behalf of said association; and he acknowledged said instrument to be its voluntary act and deed.



Before Me: Debbie A. Carter  
Notary Public for Oregon  
My Commission Expires: 6/1/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. Bank the 21st day  
of July A.D., 19 93 at 9:44 o'clock AM., and duly recorded in Vol. M93  
of Mortgages on Page 17659

FEE \$25.00

Evelyn Biehn  
By Debbie A. Carter County Clerk