#### 03-16-94A09:16 RCVD

801 Main Street Klameth Fells, OR 97001 and the sed ours countries and but so the processing of the backward of the strength of the processory (and countries and of the backward of countries and processory (but countries and of the backward of countries and processory (but countries and of the backward of countries and processory (but countries and countries) of countries and processory (but countries) and backward of countries and processory	и пурата подавала востату се игод (подав на Балей становала и протуктални от Малана востату (подав и Балей становала и протуктални от Мариа от Мариа и состату се се допостату са сабата протуктални от Мариа се на Сускали и се се допостату се на права сопостату сабата, мариа се на Сускали и се се допостату се на права протуктални от Мариа се на Сускали и се се допостату се на права сопостату сабата, мариа се на Сускали и се се допостату се на права сопостату сабата, мариа се на Сускали се се допостати се се на права сопостату сабата, мариа се на Сускали се се допостати се се на права сопостату сабата, мариа се
Son Main Street Klamath Falls, OR 97601 C 31 De 100 unos kept un year organ biogos outproduction and outproduction a storage of the biogos outproduct of the storage of the biogos SEND TAX NOTICES TO: "Here a storage of the biogos. Send TAX NOTICES TO: "Here a storage of the biogos. (4) description of the biogost of the biogost of the biogost and biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost of the biogost of the biogost of the biogost biogost of the biogost o	n, com and and control. 1. com and an and control. 1. do control to a branch of the set of a state of the set of the state of the state of the state of the set of
Kiemath Fails, OR 197601 and the converte what they be an english	s (1912) de Johnson (el 1917) de Calero, con transmissione d'arte de la sola (1912) a 1912 de Johnson (el 1913) de primeros de la sola de Johnson (el 1913) a 1913 de Johnson (el 1917) de la sola de la sola de Johnson (el 1923) a forma de la sola de a forma de la sola de

DATOOL OF BEAGING DEPENDENCE OF PROVIDE THE SHE CALLED THE STORE ABOVE THIS LINE IS FOR RECORDER'S USE ON Y ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 10, 1994, between Dale S McDowell, Jr. and Pamela J McDowell, as Tenants by the Entirety, whose address is 2600 Campus Drive, Klamath Falls, OR 97601 (referred to below as "Grantor"); and South Valley State Bank, whose address is 801 Main Street, Klemath Falls, OR 97601 (referred to below as "Lender"), to should an plan approximate provide the second state of the secon

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Klamath County, State of Oregon: Or party numbers and converses products as the conversion of conduct occurs and an end of the second an

and Press of the

and a standard and a standard and a standard and the standard and the

The Real Property or its address is commonly known as 2600 Campus Drive, Klamath Falls, OR 97601. DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America. This pact wat watere private to do but reactions at a contract of the

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and Includes without limitation all Assignments and security interest provisions relating to the Rents. A second C, Gerzera (D) and an end of the second contract of the seco

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section tilled "Events of Default, whether, a police of support of some during subscribes of

Grantor. The word "Grantor" means Dale S McDowell, Jr. and Pamela J McDowell,

indebledness. The word "Indebledness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, this Assignment secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Lender. The word "Lender" means South Valley State Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 10, 1994, in the original principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness. te sittà de la Ro

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment. a cover part to be

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and 12048

ASSIGNMENT OF REATS

## ASSIGNMENT OF RENTS Loan No. 302010 2011 VICKS THO ANTHEMALIES MILLE (Continued) IN MEALE WAS TRANSPORTED AN HIME

Page 2 nerenis pus

Ownership. Grantor is entitled to receive the Rents free and clear of all rights; loans, liens, encumbrances; and claims except as disclosed to and accepted by Lender in writing, por und op your of more the rearrant hugh this viscible and graups, we were under she were of our of the rear

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in THER this Agreement, IR CLASSING SECTION OF INVESTIGATION OF THE MOREST REPORTS 0.000 8020 to faity is parallaga.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenanta. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Londer, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates stops sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the timo made or furnished was, false in any material respect.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The Insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the banefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Oregon law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply In the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender. 1 ACT L 生命性的命令的变形的 化合合物

# ASSIGNMENT OF RENTS

(Continued)

03-10-1994 Loan No 302010

. . . . .

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender in good faith deams itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Granter, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any lenant or other user of the Property to make payments of rent or use faces directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Account Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Procerty preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the recolvership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Assignment shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment,

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' less at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender In the State of Oregon. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon.

Muttiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mongage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Assignment.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision ... No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.

VERICHNEM. DE BEMLE

NOTR 4

	(COPL)	\$-¦C	3639	2 :
	03-10	)~.E	13 C	
۹.		,		

1914 18 18 18 18 14 14

03-10-1994

Dala S McDowell, Jr.

## (nonsuras) ASSIGNMENT OF REPITS

5752

could not an a type given at payon? bean na manalan alama a sama ni dungangi belangsan angehalan angehalan barandi malamaki na baran kenalan si mi รูร่างและ an end and and an end and a second and an angestary of a finalized and ended and an end and an end and an end Events attenting Guarmian. Any of the procedury events concerning respect to only Guarance (4.2 ut al cha vice providen in sach dem saibl

和新建作用的 生物的 化合物化 机合物化 化合物化物

more of mo indeming native up is inquire, in indefend to only other relified on regioning particles for such RIGHTA AND REMEDITE ON DIFAULT. Under his occurrent of Englised of Ophilling and private in the matter intervente and private of

an 1 payoola, miliocing any propaginant poncey which Grants hould be provided to jow. Accutated interactions to Londor while also the part of carlon simpler holion by the second second second simple signed in the second second

theories and the requiring the present the precedual statistical by breath to which there is the rest of the rest of the present of the prese máy maran say lorant ar néter usar a trapety to máter poytiente chent a brackes de city to reador. O her Berning colected by Lordor, Rom Ganter histochty artigmien Lender ar Graniaria etempy-in-tierte vedence instrument raceder to promos de cal เมืองหลุ่งเป็น รูปประการประการไป 1 โดยสมบัตราสัง ก็ได้เราะสัง จุบัตรมหลุ่มหลาย คุณ มหลังสมบัตราส 4.444 มหร่ายหล tingen tearter and been been been and the second of the second of the second and the second and second and second the second s

and to make a large like where we have a man a man and a short the sound of the sound of the sound of the sound

err neuser anner af gerbrei deur in fais rouget anni der renderen. It bisoon herr beskel et is en inner concerption is the hypertransmitter of a receiver sheet weight by the expendition of the traject and a militarity is a strategy and a substrategy and the militarity is a substrategy of a processing you and accounting port of the method against together together. The research cost crown without acco ander vergebenen bestragen in in erenne un freiselt menten freiselten die sie her eine eine eren bereise eren begeben bei where the second s

Ofost nomenees, constrants and here all all states and representing the field in the shipping there are because the so-

en gen ut 1966 fellen ut somer de gegen mensen kan bendeligtet i desligtet i desligtet en besteligt provisionet the surface of a second second the completes with the provided of any of an prairies. The surface of any entropy that Weiven Brostian at Semanasa. 'S hebrer av sny hard of a biolatick a popping of the Priparity interast continue a percent of a budge

a goladh in da **b**itter suicu provided by bivi automore topone, and separations and the measures in the extent promoted by standard by a transformer to the new set of the automore of ner and and and and a second and the second a second second second second second and the second second second a the second second second second and the second of the second of the second s jeolija, w kielu imitalon, nowever sergea to any imita under nopiedable (nw.) ender a njerencje lize cort contercipaçã espectate subliminal get Londors agains an recenting at any tape located protection of the marged ecting guideness is the reduced a field of the reducing against a second a reducing a field of the reducing against encoust and the set of the and an any appendix of the size of a family of the set of the riteres, g'rees Assency, i bleadr inclinar gyr soe ii saporly ingere, ar de prije star a fle parametet terrar star be dialige

MIZCE, L'UNCONC NAOMELONS, "I E ELEMAND MURCHIMONAL DESARISON DES ELEMANTES DE LES DES DES DES DES DE LES DE L

Loan No 302010 exemptions available to the transfer and the (Continued) and

geo baga na habian tan'i pi se perupadani 6. penung pi, pa vyuranggi bermukaan Anautments. The Academent, tegether with any Rolater Quentions, polothing, bu and, i postar sone of act recovered of the postes area for realize a station in the Arsignment, by allowing after considerable to for Academyan collect or sone is wound use school by

es bonoués al cos repensas precompanés impresents es present precipie en creaser spollents loss. This Asymmetric ner been leitiseed to bender sphillenting deskift in the free free of they are the scolutions and

สมหาร์การส่วนสุขายการการการการการการการสมคริมณ์ และสุขายสมบัติการสมหรือสมคริมส์การการการการการการการการการสมครา

te stranges of the content of the content of the second of the second of the second of the content of na ababik strentzag segija iever, ferela . The mereic hal expertible franch survis comp a thrapedity for all adjudience for the former of

LASER PRO, Reg. U.S. Pat, & T.M. Off., Ver. 3.17 (c) 1994 CFI ProServices, Inc. All rights reserved. [OR-G14 MCDOWELLLN C1.OVL] 

STATE OF	JIM MELOSZYK
COUNTY OF The Klaima the a product at the product of the second	NOTANY PUBLIC-OREGON COMMISSION NU. CO0552 MY COMMISSION EXPIRES AUG. 1, 1994
On this day before me, the undersigned Notary Public, personally appeared Date S McDowell, Jr.; Individuals described in and who executed the Assignment of Rents, and acknowledged that they si and deed, for the uses and purposes therein mentioned.	and Pamela J McDowell, to me known to be the gned the Assignment as their free and voluntary ac
Given under my hand and official seal this /0 day of More L	
Ey Residing at K/	muth Fills
Notary Public in and for the State of My commission expire	s <u>8-1-94</u>

ASSIGNMENT OF RENTS

INDIVIDUAL ACKNOWLEDGMENT ets a l'asservations

926696 61.4 37

Page 4

13 DOM2

SECAMENT OF BUILD, AND BACK SAMARDS ADDRESS Pamela J McDowell

7919

## EXHIBIT A

A PIECE OR PARCEL OF LAND SITUATE IN THE SE1/4 NW1/4 OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL CONVEYED AT PAGE 5894 OF VOLUME M69 OF THE KLAMATH COUNTY DEED RECORDS FROM WHICH THE MONUMENT MARKING THE CENTER QUARTER CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEARS SOUTH 0 DEGREES 51' WEST 657.1 FEET DISTANT AND THE NORTHEASTERLY CORNER OF SAID PARCEL BEARS NORTH 0 DEGREES 51' EAST 182.0 FEET DISTANT; THENCE NORTH 87 DEGREES 41' 20" WEST 157.9 FEET TO A POINT; THENCE SOUTH 16 DEGREES 59' 30" WEST 50.75 FEET TO A POINT; THENCE ALONG A CIRCULAR CURVE TO THE LEFT (WHICH HAS A RADIUS OF 19.5 FEET, A CENTRAL ANGLE OF 94 DEGREES 00' 00" AND A LONG CHORD WHICH BEARS SOUTH 49 DEGREES 38' 30" WEST 28.6 FEET) A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTH 2 DEGREES 38' 30" WEST 74.5 FEET TO A POINT; THENCE ALONG A CIRCULAR CURVE TO THE RIGHT (WHICH HAS A RADIUS OF 100.5 FEET, A CENTRAL ANGLE OF 22 DEGREES 01' 40", AND A LONG CHORD WHICH BEARS SOUTH 13 DEGREES 39' 20" WEST 38.40 FEET) A DISTANCE OF 38.45 FEET; THENCE ALONG A CIRCULAR CURVE TO THE LEFT (WHICH HAS A RADIUS OF 74.5 FEET, A CENTRAL ANGLE OF 27 DEGREES 10' 20" AND A LONG CHORD WHICH BEARS SOUTH 18 DEGREES 52' 05" WEST 15.06 FEET) A DISTANCE OF 15.09 FEET TO THE EASTERLY BOUNDARY OF CAMPUS DRIVE AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED; THENCE ALONG SAID BOUNDARY ON A CIRCULAR CURVE TO THE RIGHT (HAVING A RADIUS OF 1004.93 FEET, A CENTRAL ANGLE OF 1 DEGREE 11' 20", AND A LONG CHORD WHICH BEARS SOUTH 3 DEGREES 50' 50" WEST 20.87 FEET) A DISTANCE OF 20.89 FEET; THENCE SOUTH 87 DEGREES 49' EAST 210.13 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL CONVEYED AT PAGE 5894 OF VOLUME M69 OF KLAMATH COUNTY DEED RECORDS; THENCE NORTH 0 DEGREES 51' EAST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 215.9 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THE SOUTH 107.95 FEET THEREOF. TOGETHER WITH THE RIGHT OF INGRESS OVER AN EXISTING SINGLE LANE ROADWAY BETWEEN THE WESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND THE EASTERLY BOUNDARY OF

STATE OF OREGON: COUNTY OF KLAMATH: 55.