

Q-21-94802-24-11-11

## CONDITIONAL ASSIGNMENT OF RENTALS

THIS AGREEMENT, Entered into this 28th day of March, 1994, between  
 Ralph C. Clark and Sherry Ann Clark

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

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

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

PLEASE SEE ATTACHED PAGE 2 FOR LEGAL DESCRIPTION

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 \$105,000.00,  
 made by owner to mortgagee under the date of March 28, 1994; 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 their 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, therefore 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 24 day of March, 1994.

(Seal) Ralph C. Clark  
Ralph C. Clark

(Seal) Sherry Ann Clark  
Sherry Ann Clark



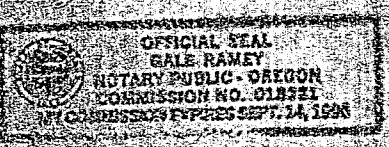
STATE OF Oregon  
COUNTY OF Klamath

THIS CERTIFIES, that on this 28th day of March, 1994, before me, the undersigned, a Notary Public for said state, personally appeared the within named Ralph C. Clark and Sherry Ann Clark

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.

Gale Ramey  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_



The following described real property situate in Klamath County, Oregon

That portion of the SW1/4, the SE1/4, and the SW1/4 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the Burlington Northern Railroad and excepting therefrom that portion contained in the rights-of-way of Dodd's Hollow Road and State Highway No. 39. Also excepting from said SW1/4 the following described property:

Beginning at the Southwest corner of said Section 5, being the intersection of State Highway No. 39 and Malone Road and marked by 5/8" iron pin with a True-line Surveying plastic cap in monument case; thence N. 89°46'00" E., along the South line of said Section 5, 241.25 feet; thence North 30.00 feet, more or less, to the Northerly right of way line of said highway; thence continuing North 910 feet, more or less, to the Southerly right of way line of the Burlington Northern Railroad; thence Westerly along said railroad right of way line, 239 feet, more or less, to a point on the West line of said Section 5; thence S. 00°08'07" W. 941.37 feet to the point of beginning, including the area within said Malone Road and State Highway No. 39.

TOGETHER WITH an easement for ditches reserved in Deed, recorded November 25, 1992, in Volume M92, page 27968, Deed Records of Klamath County, Oregon.  
Account #411-500-700 Key 105843  
Account #411-500-700 Key 105845  
Account #411-500-700 Key 105847

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Klamath County Title Co

on this 28th day of March, A.D. 1994  
at 3:27 o'clock P.M. and duly sworn  
to by 3094 of Mortgages, Page 9555  
By Carolyn Biehn County Clerk  
By Gale Ramey Deputy