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Klamath Falls, OR 97601 MTC 38418	SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 21, 1994, between Lee W Matchett, whose address is 315 Mountain View Blvd, Klamath Falls, OR 97601 (referred to below as "Grantor"); and South Valley State Bank, whose address is 801 Main Street, Klamath Falls, OR 97601 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Renis from the following described Property located in Klamath County, State of Oregon:

See attached Exhibit A

The Real Property or its address is commonly known as 900 Main St, 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.

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.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Lee W Matchett.

Indebtedness. The word "Indebtedness" 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or uniquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or of terwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

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 July 21, 1994, in the original principal amount of \$205,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note cr agreement.

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.

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 des ribed on any exhibit attached to this Assignment.

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 THE FOLLOWING TERMS:

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 shal 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 bankrupt y proceeding.

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

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Ownership. Grantor is entitled to receive the Rents free and cle nus contract of a contract of and bottle parts to a feature of a Right to Assign and convey the Full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender. warrants to Lend

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

LENDER'S RIGHT TO COLLECT RENTS. Lander 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 Tenants. Lender may send not ces 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 persons have meneror, and the neme, manual and carry on an egal proceedings necessary to the processing of the Property; collect the Rents and remove any tenant or tenants or other persons 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

maintain the rroperty. Lender may enter upon the rroperty to maintain the property and keep the same in repair, to pay the costs mered and or 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 now all terms are compared and where utilities and the promiting on the and album here are compared and where utilities and the promiting on the and album here are compared by Londerton the en services of an employees, molecular free equipment, and of an community costs and expenses of manualing the property in property and 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

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

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 APPLICATION OF HENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may bay 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 the determined the Accompany and for provident top the Date about borrise a part of the Indebtedness control by the Accompany and the Date where the Accompany and for provident top the Date about borrise a part of the Indebtedness control by the Accompany and the Date where the Accompany and for provident top the Date about borrise a part of the Indebtedness control by the Accompany and by the Accompany and for the Date about the Date about borrise a part of the Indebtedness control by the Accompany and the Indebtedness and expenses and and the Indebtedness and the I made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this **FULL FEREFORMANCE.** If Granitor pays an or the indepretoness when due and otherwise performs an me obligations imposed upon Granitor and suitable satisfaction of this Assignment and suitable satisfaction of this Assignment and suitable satisfaction of the Property Asymptotic for the property of the p

Assignment, the role, and the related of contents, Lender shall execute and deriver to Granicit a solidore satisfaction of this Assignment and solidore satisfaction of this Assignment and solidore statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee matched by content to content to the solid by the solid by content to content to the solid by the so 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 appropriate. Any amount that center expenses in so doing will bear interest at the rate charged inter interest internet of the balance of the center to the date of repayment by diamor, All such expenses, El Lendel S option, will (a) be payable on dentand, (b) be added to the data 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 the term of term of term of the term of term of

Note and be appointened among and be payable with any instantient payments to become due outing enter. (I) the term of any applicable instantiation 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 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. policy or (ii) the remaining term of the roles, or (c) be treated as a balloon payment which will be due and payable at the roles 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 and the rights or any state to the default of t 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 be Lender from any remode that it observice would be that that a such action by Lender shall not be construed as curing the default so as to

DEFAULT. Each of the following, at the option of Lender, 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) it Grantor, after Lender sends within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) it Grantor, after Lender sends within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) it Grantor, after Lender sends within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) it Grantor, after Lender sends within the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure within Steam (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure the failure the failure within Steam (15) down or (15) down or (15) if the sum convicts more than the preceding twelve of cure the failure the fail Assignment within the preceding rivelye (12) monins, it may be cured (and no event of belaut with have occurred) it Grantor, and tender serves within fifteen (15) days; or (b) if the cure requires more than fitteen (15) days of (b) if the cure requires more than fitteen (15) days of (b) if the cure requires more than fitteen (15) days. while include demanding one of such rations. (a) ones the ratione while meet (15) days, or (0) it the cure requires more than seven (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to and thereafter continues and completes all reasonable and necessary steps sufficient to an other and thereafter continues and completes all reasonable and necessary steps sufficient to an other and thereafter continues and completes all reasonable and necessary steps sufficient to an other and the sufficient to an other an other and the sufficient to a sufficient to an other and the sufficient to a s

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or produce compliance as soon as reasonably practical.

the Related Documents is, or at the time 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 Insolvency. The insolvency of Granicr, appointment of a receiver for any part of Granicr's property, any assignment for the benefit of creditors, and Lender.

the commancement of any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the dissolution or termination of Grantors evidence as a coinc business (it Grantor is a business). Exact to the evidet prohibited by federal business the decide of the commancement 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.: Commancement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or

ruisciosure, ruisciure, succe uninstitution of foregosure or forentie proceedings, whenever by judicial proceeding, settimetry, repossession of any other method, by any creditor of Grantor or by any povernmental agency against any of the Property. However, this subsection shall not apply in the event of a poor faith discuss to the unlittly or research bases of the claim which is the basis of the foreign of the event of a poor faith discuss to the unlittly or research bases of the claim which is the basis of the foreign of the transmission of the event of a poor faith discuss to the unlittly or research bases of the claim which is the basis of the foreign of the second seco in the event of a good faith disrule by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreletture principalities provided that Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreletture In the event of a good ratin districe by Granior as to the validity or reasonableness of the claim which is the basis of the claim satisfactory to proceeding, provided that Granior gives Lender-written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to

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Lender.

Events Affacting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. 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 deems 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 Grantor, 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 Indebledness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees 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.

Appoint 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 Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, 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 waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver 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' fees 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 Indebledness 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 excenses 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 charced 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.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, 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 Lander.

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.

17. STATE Walver of Homestead Exemption. Granter hereby releases and waives 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 walver 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 waive 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 weiver 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.

GRANTOR ACKNOWLEDGES HAVING FIEAD ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS: likariko enderena la erricia ya arner redefecteren pole la^k edea para la pose a pere preseneren rederenen r (ក្នុងហៀមអំនេះភ្នំ

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Notary Public in and for the State of	DESTION	My commission expires	5-19-97
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EXHIBIT "A" LEGAL DESCRIPTION

23084

PARCEL 1

All of Lot 7 in Block 49 NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the following described parcel:

Beginning at a point in the Southeasterly line of Main Street 50 feet Southwesterly from the most Northerly corner of Lot 7 in Block 49 NICHOLS ADDITION to the City of Klamath Falls, Oregon and running thence Southeasterly parallel with the line between Lots 6 and 7 of said Block 49, 113 feet to the Northwesterly line of the alley in said Block; thence Southwesterly along the Northwesterly line of the alley 11.17 feet; thence Northwesterly in a straight line, to a point in the Southeasterly line of Main Street, 10.8 feet Southwesterly from the most Northerly corner of Lot 6 of said Block 49; thence Northeasterly 25.8 feet to the point of beginning, being a portion of Lots 6 and 7 in said Block 49 of NICHOLS ADDITION to the City of Klamath Falls, Oregon.

PARCEL 2

A portion of Block 49 NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at a point in the Southeasterly line of Main Street 50 feet Southwesterly from the most Northerly corner of Lot 7 in Block 49 NICHOLS ADDITION to the City of Klamath the most Northerly corner of Lot / in Block 49 NICHOLS ADDITION to the City of Klama Falls, Oregon, and running thence Southeasterly parallel with the line between Lots 6 and 7 of said Block 49, 113 feet to the Northwesterly line of the alley in said Block; thence Southwesterly along the Northwesterly line of the alley 11.17 feet; thence Northwesterly in a straight line, to a point in the Southeasterly line of Main Street, 10.8 feet Southwesterly from the most Northerly corner of Lot 6 of said Block 49; thence Northeasterly 25.8 feet to the point of beginning, being a portion of Lots 6 and 7 in said Block 49 NICHOLS ADDITION to the City of Klamath Falls, Oregon.

PARCEL 3

A portion of Lots 6 and 7 in Block 49 NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Westerly corner of Lot 6 in Block 49 of NICHOLS ADDITION to the City of Klamath Falls, Oregon; thence Southerly along the Easterly line of NitchOLS ADDITION to.t feet; thence Northeasterly and parallel to Main Street, a distance of 33 feet; thence Northwesterly to a point on the Southerly line of Main Street 46 feet Northeasterly from the most Westerly corner of said Lot 6; thence Southwesterly along the Southerly line of Main Street 46 feet to the place of beginning.

7/21/94

SS.

STATE OF OREGON: COUNTY OF KLAMATH: 28th day the Mountain Title Co M94 A.M., and duly recorded in Vol. Filed for record at request of _ A.D., 19 94 at 10:54 o'clock on Page _____23080 July of Mortgages - County Clerk of Evelyn Biehn Mulin Dou Bv

\$30.00 FEE