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DELYTE'L' (Figure Companied) of the object of ASSIGNMENT OF RENTS in paradias to which Lepistr (13) as and od an accited of the left. All in Acces in the home men in the man which have the edition in the second in the seco THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 9, 1994, between James R Lancaster and Janice M Lancaster, as TENANTS BY THE ENTIRETY, whose address is Star Route Box 145, Chemult, OR 97731 (referred to below as "Grantor"); and South Valley State Bank, whose address is 5215 South Sixth Street, Klamath Falls,

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 Oregons, the viole, and the finished Ligaritherits, beinger shall discuss and defree of the manual of the same of the finishes a finished of the manual of the same of the sa FULL PERFORMANCE. If Comfor pays all with a todable much when one and other was positions of a se-

strail be : See attached Exhibit A if at the Note (at a con case of excondance into cons 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

ley 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 Grantor. The word "Grantor" means James R Lancaster and Janice M Lancaster.

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 indirection enables are provided in this Assignment, together with a second to enforce obligations of Grantor under this Assignment, together with the following the second to the Assignment of the Assignment o interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and labilities, 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 unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, 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 September 9, 1994, in the original principal amount of \$76,653.85 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or 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

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.

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 Assignment as they become due, and shall shouly perform all or Grantor's buildance 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

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

ent the Boole as provide thickus and on long or th Ownership: Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and by A accepted by Lender in writing. Except so outsides brokeded in the Machinesia But

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 this Agreement.

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: Tenants.: 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 Lander 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 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) 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 steps 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 time made or furnished was, talse in any material respect.

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

Death or insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit 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. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

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.

ASSIGNMENT OF RENTS 09-09-1994 Loan No 203563

(Continued)

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor Events Arrecting Guarantor. Any or the preceding events occurs with respect to any Guarantor or any or 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.

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 Indebtodness 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 Indebtedness. In furtherance of this right, Lender past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In turtherance 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, the control of the rent of may require any tenant or other user of the Property to make payments of rent or use tees 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 be controlled to the proceeds. salisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its

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 rights under this subparagraph either in person, by agent, or through a receiver. appoint Necesiver. 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, and the property proceeds, over and above the cost of the receivership, against the Indebtedness. processes, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond it permitted by aw. 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 constitute as the party's rights otherwise to demand strict compliance with that provision or any other provision of Creative under this party and an election to make available or take action to perform an objection of Creative under this one pany's rights otherwise to demand such 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 action to perform a configuration of Grantor and the state of Grantor to perform a configuration of Grantor to perform the Hou exclude pulsus of any other remedy, and an election to make expenditures of take action to perform an oxagation of Grantor this Assignment.

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 polytical are processed at the land of the protection of the interest or the enforcement of the rights shall become a cost of the Indebtorness. recover autorneys' tees at that 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 payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. payable on demand and shall be interest from the date of expenditure until repaid at the mole 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 incurrent without miniation, nowever subject to any minis under applicable law, Lender's attorneys tees 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 applicabled assistance and any applicable and any applicable and any applicable and any applicable assistance and any applicable and applicable and applicable and applicable and applicable and a 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 arms 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 Amenaments. This Assignment, together with any related Documents, constitutes the entire understanding and agreement or 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

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Oregon. This Assignment shall the party or parties sought to be charged or bound by the alteration or amendment.

Multiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and be governed by and construed in accordance with the laws of the State of Oregon. **Multiple Parties.** All obligations of Grantor under this Assignment shall be joint and several, and all releterizes to devery 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 mortgage, deed of trust, or other security agreement which no modification. Grantor shall not enter into any agreement with the noticer of any morigage, 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 has priority over this Assignment by which that agreement is mounted, 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

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstances. If feasible, any such circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such 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 onenumy provision 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 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 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 upon and inure to the benefit of the parties, their successors with reference to this Assignment and the Indebtedoess by way of the parties of the Assignment or Hability upday the Indebtedoess. Grantor, Lancer, without notice to Grantor, may dear with Grantor's successors with reference to this Assignment and the Indebtedness. forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Walver of Homestead Exemption. Granior hereby releases and walves all rights and benefits of the homestead exemption laws of the State of

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

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

GRANTOR:

Assignment of Rents

ASSIGNMENT OF RENTS (Continued)

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and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9th	ersonally appeared James R Lancaster and Janica M Lancaster, to me known to be to find acknowledged that they signed the Assignment as their free and voluntary day of September 18 94

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PARCEL 1:

W1/2 W1/2 W1/2 OF LOT 1, SECTION 7, TOWNSHIP 29 SOUTH, RANGE 8, EAST OF THE PARCEL 2.

THAT PARCEL OF LAND ENCLOSED BY A LINE STARTING AT POINT 174.98 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, THENCE 8 EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 7 FOR A DISTANCE OF 382.6 FEET, THENCE SOUTHERLY PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 7 FOR A DISTANCE OF 382.6 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTHERLY PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 7 FOR A DISTANCE OF 382.6 FEET; THENCE OF 382.6 FEET TO THE POINT OF BEGINNING.

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