LN #0100443947

K-48655 CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT is made this 15th day of Novemb	er , 1995 , and is incorporated into and
shall supplement the Mortgage or Deed of Trust (Security Instrument)	of the same date given by the undersigned (Borrower)
to secure Borrower's Note to KLAMATH FIRST FEDERAL SAVINGS	ND LOAN ASSOCIATION (Lender) of the same date
and covering the property situated at (mortgaged premises):	
4865 Glenwood Drive, Klamath Falls, OR 9760	03
and legally described as:	

Lot 22 in Block 7, Tract No. 1035, Gatewood, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon.

Tax Acct. #3909-14AB-4400

MAN SOUTH OFFICE OF

Key #569691

AND SELECTION OF S Lender, as a condition to making said loan, has required the execution of this Conditional Assignment of Rents of the encumbered property of the perential and any subspaced region of the encumbered property of the perential and a second of the encumbered property of the perential and a second of the encumbered property of the perential and a second of the encumbered property of the perential and the encumbered property of the en

In order to further secure payment of the indebtedness of Borrower to Lender and in consideration of making the loan, Borrower does hereby sell, assign, transfer and set over to Lender all rents, issues and profits from the mortgaged premises. This assignment is to become effective upon any default under the terms of the Security Instrument, and will remain in full force and effect so long as any default continues to exist.

Upon any default of the loan, the Borrower authorizes the Lender to enter upon the premises and to collect the rents then due as well as rents thereafter accruing and becoming payable during the period of continuance of any default and to take over and assume the management operation and maintenance of the mortgaged premises and to perform all acts necessary and proper to spend such sums out of the income of the mortgaged premises that may be necessary including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases or to make concessions to the tenants.

The Borrower agrees to facilitate in all reasonable ways, the collection of rents and upon request by Lender to execute a written notice to tenants directing the tenants to pay rent to the Lender. The Borrower releases all claims against the Lender arising out of such management, operation and maintenance of the premises.

The Lender shall, after payment of all proper charges and expenses and after the accumulation of a reserve account to meet taxes, assessments, and hazard insurance, credit the net amount of income received to any amounts due and owing to the Lender. The Lender shall not be accountable for more funds than it actually receives for the rent of the mortgaged premises and shall not be required to collect rents. Lender may however make reasonable efforts to collect rents, and shall determine the method of collection and extent of enforcement to collect delinquent rents.

In the event the Borrower reinstates the mortgage loan by complying with all terms, covenants, and conditions of the Security Instrument, the Lender shall, within one month after written demand, return possession of the property back to the Borrower. T Great 10 samer no

a wing 1996 on adding the commentation and his The Borrower hereby covenants and warrants to the Lender that neither Borrower, nor any previous owner, has executed any prior assignment or pledge of the rents, nor any prior assignment or pledge of its interest in any lease of the mortgaged premises. The Borrower also covenants and agrees to not collect rents from the mortgaged premises in advance, other than as permitted by the terms of any rental agreement.

116

This assignment shall remain in full force and effect as long as the debt to Lender remains unpaid.

The provisions of this instrument shall be binding upon the Borrower, its successors or assigns, and upon the Lender and its successors or assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "Note" shall be construed to mean the instrument given to evidence the indebtedness held by the Lender against the mortgaged premises; and "Security Instrument" shall be construed to mean the instrument held by the Lender securing the said indebtedness.

It is understood and agreed that a full reconveyance or Satisfaction of the Security Instrument shall constitute as a full and complete release of all Lender's rights and interests, and that after reconveyance, this instrument shall be cancelled.

Dated at Klamath Falls , Ore 10 100 100 100 100 100 100 100 100 100	egon, this _	15th	day of _	November	, 1 <u>995</u>	•	, and the
to hir is local, answare the and harged hearest	**			<u> </u>		In	1 1
Walter & Woder	LODBE GJURE	. प्रति अस्त्रापु स्थाप		Lonna	0).1	1/10	Her
Borrower Walter L. Moden					nna L. Mode	n	
the Leader arising out of such management, o							
execute a widten notice to tenants directing the							
Boutomet Borrower agrees to facilitate in a	# Missonet	de ways, t	Þ9 008 ₽	OLLOWEL F3/14	in in Anthony in it. In	A. Th	. 191 . 154
STATE OF Oregon			•				
COUNTY OF Klamathee to cause, or here	មហទេស (១១៤)	J.) pro 1607	ranjako.	. Takantayya	of the property		
packaged and because the about such some 15th CERTIFIES, that on this 15th the Court such and the such such that the such such such such such such such such	h day of	Novem	ber	, 19 _ <u>95</u>	, before me	, the ur	ndersigne
a Notary Public for said state, personally app							
Walter L. Moden and Donn							
known to me to be the identical individual(s) d	escribed in	and who	executed	the within inst	rument and ac	knowie	dged to r
that they executed the same freely ar			•	· ·			
loan, Bernawe does hereb y se ll, assign, trans	સુઇમ ક્લામણ ટાઇ.	自己 化硫酸铁 化双氯化	"ALME G.		"我们的一个大大的一个女人	* 1	មិចិច្ចទាំ
to order to lather secure payment of		odinas of	9670,4874	ทั้ง กา ล่ม ลักส.	t extend of the		
Lender, as a condition to making said	set my har	oquess of	xed my c	ทั้ง กา ล่ม ลักส.	t extend of the		
CONSTRUCTION OF THE CALDWELL NO THE CALDWELL NO THE CALDWELL OREGON	set my har	oquess of	xed my c	ทั้ง กา ล่ม ลักส.	day and year	last ab	
COMMISSION EXPRES AUG. 31, 1999	set my har	oquess of	xed my c	official seal the	day and year	last ab	ove writte
COMMISSION EXPIRES AUG. 31, 1989	set my har (tozar paz (tozar paz	equivas of and affile to instance of and affile to a second of the and affile to a second of the and affile to a second of the and a second of the	xed my c	official seal the	day and year Constitute of Oxen	last ab	ove writte
CHARTEN TO STAND THE STAND	set my har (tozar paz (tozar paz	equivas of and affile to instance of and affile to a second of the and affile to a second of the and affile to a second of the and a second of the	xed my c	official seal the	day and year Constitute of Oxen	last ab	ove writte
COMMISSION TO THE AUGUST OF TH	set my har (tozar paz (tozar paz	equivas of and affile to instance of and affile to a second of the and affile to a second of the and affile to a second of the and a second of the	xed my c	official seal the	day and year Constitute of Oxen	last ab	ove writte
COMMISSION POPRES AUG. 31, 1989	set my har (tozar paz (tozar paz	equivas of and affile to instance of and affile to a second of the and affile to a second of the and affile to a second of the and a second of the	xed my c	official seal the	day and year Constitute of Oxen	last ab	ove writte
Sud legally described as:	set my har (todar paix) is objected to the control of the control	Course of the co	xed my c	official seal the	day and year Constitute of Oxen	last ab	ove writte
and regally described as:	set my har tozur pus to og i for to og i for to og i for to og i for	ecquest of and affit to include a control of the co	xed my c	official seal the	day and year Constant of Oreanission expires	last ab	ove writte
and covering the property altered as the confidence of the confide	set my har	acquess of	xed my c	official seal the	day and year Ore State of Ore nission expires	last ab	1-99
The condition of the property of the condition of the con	st (Spoundy Tis Spieler aged prendi te of Tea to of Tea	compact of and affit to the control of the control	xed my c	official seal the	day and year Ore State of Ore nission expires	last ab	1-99
The control of control of the contro	st (Spoundy Tis Spieler aged prendi te of Tea to of Tea	compact of and affit to the control of the control	xed my c	official seal the	day and year Ore State of Ore nission expires	last ab	1-99
Succession of the property of	st (Speuriy T FEDERA igad premi ic of Tei ic of Tei	compact of and affit to the control of the control	xed my c	official seal the	day and year Ore State of Ore nission expires	last ab	1-99
IN TESTIMONY WHEREOF, I have hereunto rought as a condition to thaking said and of the property of the propert	set my har Hoder pus Hoder pus Hoder	equipas of and affit to from a second and affit to from a second and affit to from a second and	xed my cope with the property of the property	official seal the	day and year Constitution of the constitution	last ab	1-99
TOTAL SEAL JUDITAL CALDWELL NO TARY PUBLIC OR GON COMMISSION NO. 044462 MY COMISSION NO. 044462 MY COMMISSION NO. 044462	set my har (tozur pus (tozur	equipment of the control of the cont	xed my control of the	Public for the	day and year Constitution of the constitution	last ab	1-99
STATE OF OREGON: COUNTY OF KLAMATI	set my har (tozur pus (tozur	equipment of the control of the cont	xed my control of the	P M., and dul	day and year Constitution of the second of	last ab	1-99
STATE OF OREGON: COUNTY OF KLAMATI Filed for record at request of NOTE CALSEA JUDITH L. CALDWELL NOTARY PUBLIC OREGON COMMISSION NO. 044462 STATE OF OREGON: COUNTY OF KLAMATI Filed for record at request of November NOTE CALSEA JUDITH L. CALDWELL NOTARY PUBLIC OREGON COMMISSION NO. 044462 JUDITH L. CALDWELL NOTARY PUBLIC OREGON COMMISSION NO. 044462 AD., 19 95	set my har tozar pas tozar	equipment of the control of the cont	xed my control of the	P_M., and dul	day and year Constitution of the constitution	last ab	1-99