

LN #0100443964

MTC #36532-HF

CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT is made this 15th day of January, 1996, 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 AND LOAN ASSOCIATION (Lender) of the same date and covering the property situated at (mortgaged premises):

5048 & 5102 Balsam Drive, Klamath Falls, OR 97601

and legally described as:

see attached

Lender, as a condition to making said loan, has required the execution of this Conditional Assignment of Rents of the encumbered property.

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.

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.

...as long as the debt is...

Borrower Loren Scott Calvin

Borrower Suzanne Louise Calvin

Borrower Clair D. Calvin

Borrower LaVonne D. Calvin

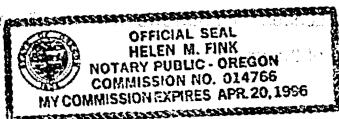
COUNTY OF Glenn

THIS CERTIFIES, that on this 15th day of January, 19 96, before me, the undersigned,

Suzanne Louise CALVIN

that they executed the same freely and voluntarily.

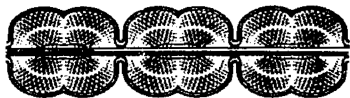
_____,
_____,



Notary Public for the State of Oregon

My commission expires: 4/20/96

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

Santa Clara

On

January 16, 1996
DATE

before me.

Lorraine L. Paniagua

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

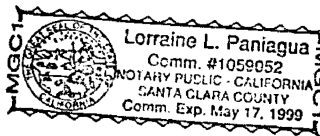
personally appeared.

Clair D Calvin & Lavonne D. Calvin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lorraine L. Paniagua (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT

Conditional Assignment of Rents

DATE OF DOCUMENT

1-15-96

NUMBER OF PAGES

1

SIGNER(S) OTHER THAN NAMED ABOVE

Loren Scott Calvin & Suzanne Louise Calvin

LN #0100443964
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A portion of the SE1/4 NE1/4 Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the Easterly right of way line of Orindale Road; said point being North 45 degrees 08' 02" East a distance of 42.36 feet from the Southwest corner of the SE1/4 NE1/4 Section 12; thence North 00 degrees 35' 19" East a distance of 636.24 feet to a 5/8 inch iron rod; thence South 89 degrees 43' 25" East a distance of 650.28 feet; thence South 00 degrees 23' 16" West a distance of 635.64 feet to the North line of Balsam Drive; thence North 89 degrees 46' 39" West along the North line of Balsam Drive a distance of 647.32 feet to the point of beginning.

Tax Acct. #3908-012A0-05300-000 Key #734129

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 19th day
of Jan A.D., 19 96 at 3:34 o'clock P. M., and duly recorded in Vol. M96,
of Mortgages on Page 1665.

FEE \$25.00

Bernetha G. Letsch, County Clerk
By Dorlene Mullenbarger