04-16013

CONDITIONAL ASSIGNMENT OF RENTS

196 FEB-7 P3:46

THIS AGREEMEN	VT is made this	7th	day of Feb	ruary	, 19 <u>96</u> , and	is incorporated into and			
shall supplement the Mon									
to secure Borrower's Note to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (Lender) of the same date									
and covering the propert	y situated at (m	ortgaged	premises):		·				
307 & 3	309 Prescott	Street,	, Klamath Falls,	Oregon	97601				
and legally described as:	; .				,				

Lot 6 in Block 24 of NORTH KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. 3809-029BB-08600-000

185132 Key No:

त्तर १६:23 वाका १९ अवस्थात अते १ व अन् व**राज्यात कर कर्त वर्त वर्ण के विवास अस्ति है।**

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

WENGER & COLORS

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.

s dist, a rights and interests, and four suic 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. ment, the periodiment of moon for expension that the

scumpating for the main and participation of property and designation the land designation of the second section of the section 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.

STATE OF

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

Catton to at 32 household of the tories of any repair agreement.

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 aforesald 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.

	of	Mortgages		on Page 3673	Getsch County C	
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