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Vol. 17459

isonu coisiner 1960 **CONDITIONAL ASSIGNMENT, OF RENTS** at 11 c

AMTC #38391

the shall be binding upon the Borrower, its successors or assigns; and upon the Lender the word 'Barrower' shall be construted to mean any one or more persons or perfles who

rts "STOM" indiversity seaming beginning the state of the , 19\_96, 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):

es etutitance 4764 "HYTYAFA AVENCE of Klamath Falls, OR 97603 of Bull and interests, and that after reconveyance, this instrument shall be cancelled.

Beginning at a point on the North boundary of Tract 36, HOMEDALE, a platted subdivision in Klamath County, Oregon, which is South 89 degrees 48. East, 180 feet from the Northwesterly corner of said tract; thence South 89 degrees 48. East, along the North boundary of said tract, a distance of 90 feet; thence South 0 degrees 24. East, parallel to the West line of said tract, a distance of 104.52; thence North 89 degrees 48. West 90 feet; thence North 0 degrees 24' West 104.52 feet to the point of beginning, being a portion of Tract 36, HOMEDALE. Borower Penela J. Olsen

Tax Acct. #3909-011BA-00600

Key #550709

Lender, as a condition to making said loan, has required the execution of this Conditional Assignment of Rents of the encumbered property. Borrower 8

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.

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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 and of baptive would be been instructed in 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.

neil 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.

Notary Public for the State of 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.

This assignment shall remain in full force and electras long as the deby 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 be obtained to mean the instrument given to evidence the indebtedness held by the Lender against the mortgaged premises; (1940-08) beapts to be a construed to mean the instrument place of the indebtedness held by the Lender securing the said indebtedness.

and "Security Instrument" shall be construed to mean the Instrument held by the Lender securing the said indebtedness.

91b small to (1940-04) MOITALOOSSA MACALGUA SEMWAS ARECUTE TORIGINES.

feather at mortgaged premisest 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. the Nurth bonddary of a platfed subdivision Talkow Dated at 1 Kast, mloog the Morrh boundary of said Shence South O degrees 24 ! Fact, parallel to the west line [04.52; chance north 39 degrees 48' Rest 99 LOC. Olsevier gaining of to made of the Borrower Leo C. Olsen Key 7550709 persistent or making said loan, has required the execution of this Conditional Assignment of Rents of Borrower Borrower The indebtedness of Borrower to Lende STATE OF ... COUNTY OF and selected and selected all rents, issues and profit transler and over the county of the bos themustant vinabes entres entres our usbou this by vina noon evideble entres. THIS CERTIFIES, that on this 12th day of June , 19 96 , 96 , before me, the undersigned, a Notary Public for said state, personally appeared the within named steer out Leo Cal Olseniand; Pamela Dinolsennal oil extraditie rewoned out passes of bac delault and continued to be confident to be confident. executed the same freely and voluntarily in to amount add to tue entire than second or seprender existing leases, to after or amend the terms of existing leases or to make IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. rent to the Lender. The Borrower releases all chains against almonance of the premises. Notary Public for the State of Oregon recurred to collect rehis: Lender may however on onable elicits to collect rents, and shall of the search extent of unforcement to collect delinquent routs. STATE OF OREGON: COUNTY OF KLAMATH: ss. the. Filed for record at request of PM., and duly recorded in Vol. o'clock A.D., 19 96

Mortgages

\$15.00

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Bernetha G. Letsch, County Clerk

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