

20240

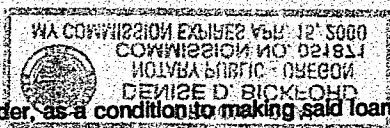
CONDITIONAL ASSIGNMENT OF RENTS

Vol. 1794 Page 18529

THIS AGREEMENT is made this 21st day of June, 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): 1007 Pine Street, Klamath Falls, OR 97601

and legally described as:

See Attached Exhibit "A"



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.

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

Other than as provided by the terms of any other assignment.

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.

Notwithstanding the method of collection and extent of enforcement to collect any indebtedness.

Dated at Klamath Falls, Oregon, this 21st day of June, 1996.

to the Lender. The Lender shall not be accountable for more than it actually receives for the full of its loan. The Lender shall not be responsible for any loss or damage to the mortgaged premises or to the contents thereof.

BY: James A. Barnes Secretary Treasurer
Borrower James A. Barnes/Secretary Treasurer

BY: Bryan W. Robyn President; Pastor
Borrower Bryan W. Robyn/President; Pastor

the Lender assigning one of such indebtedness, obligation and maintenance of the business.

BY: James A. Barnes
Borrower James A. Barnes/Individual

BY: Bryan W. Robyn
Borrower Bryan W. Robyn/Individual

the borrower agrees to discharge in all reasonable ways the collection of loans and other indebtedness of the borrower.

STATE OF OREGON

concessions to the Lender.

COUNTY OF KLAMATH

the Lender to collect the same, to enforce the same, and to assign the same to any other Lender.

NECESSARY. THIS CERTIFIES, that on this 21st day of June, 1996, before me, the undersigned,

for said and signing this instrument, obligation and maintenance of the business of the Lender, a Notary Public for said state, personally appeared the within named James A. Barnes; Secretary Treasurer & individually & Bryan W. Robyn; President, Pastor & individually on behalf of Glad Tidings Worship Centre, Inc. for the purposes state therein; and that they signed the instrument with proper authority and as a voluntary act of the corporation and for themselves.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me

that they executed the same freely and voluntarily.

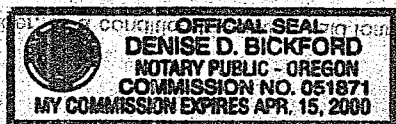
business. This assignment is to become effective upon any default under the terms of the Security Instrument, and the

loan, borrower does hereby sell, assign, transfer and set over to lender all rights, powers and benefits now or hereafter

in order to insure prompt payment of the indebtedness of borrower to lender and to secure the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

the undersigned hereby:



Denise D. Bickford

Notary Public for the State of Oregon

My commission expires: 4-15-2000

see attached exhibit.

and legally described as:

and covering the property situated at (mortgaged business): 1001 1/2 Street, Klamath Falls, Oregon

to secure borrower's note to Klamath First Federal Savings and Loan Association (Klamath First Federal Savings and Loan Association)

shall supplement the mortgage or deed of trust (Security Instrument) of the same date given at the same time and place.

THIS AGREEMENT is made this 21st day of June, 1996.

50510

CONDITIONAL ASSIGNMENT OF RENTS

50510

PARCEL 1:

The Easterly 58.17 feet of Lot 6 in Block 46, NICHOLS ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Beginning on the Southerly line of High Street, at a point 82 feet Southwesterly of the Northeaster corner of Block 46 of NICHOLS ADDITION to Klamath Falls, Oregon, thence Southeasterly at right angles to High Street a distance of 90 feet, thence Southwesterly parallel to High Street a distance of 41 feet, thence Northwesterly at right angles to High Street a distance of 90 feet to the Southerly line of High Street, thence Northeasterly along the Southerly line of High Street a distance of 41 feet to the place of beginning, and being a part of Lot 7 of Block 46 of said NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 3:

Beginning at the Southeasterly corner of Block 46, NICHOLS ADDITION to the City of Klamath Falls, Oregon; thence Northwesterly along the Northeasterly line of said Block 46, a distance of 150.0 feet to a point which is 90 feet Southeasterly from the most Northerly corner of Lot 8 in said Block 46; thence Southwesterly parallel with Pine Street, a distance of 122.0 feet to an alley; thence Southeasterly along said alley and parallel with Eleventh Street a distance of 150.0 feet to the Northwesterly line of Pine Street; thence Northeasterly, along the Northwesterly line of Pine Street, a distance of 122.0 feet, more or less, to the point of beginning. Said parcel being portions of Lots 1, 2, 7 and 8, Block 46, NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 4:

Lot 3 in Block 46 of NICHOLS ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 5:

Lot 4 in Block 46 of NICHOLS ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Excepting therefrom 10' off the Northerly end of said lot.

PARCEL 6:

The Northerly 10 feet of Lot 4, and the Southerly 55 feet of Lot 5, in Block 46 of NICHOLS ADDITION to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Code: 001.1
Serial No: 371822 M
Map No: 3809-029DD
Tax Lot No: 10400

Code: 001.1
Serial No: 371831
Map No: 3809-029DD
Tax Lot No: 10300

Code: 001.1
Serial No: 371840
Map No: 3809-029DD
Tax Lot No: 10200

Code 001.1
Serial No: 371859
Map No: 3809-029DD
Tax Lot No: 10600

Code: 001.1
Serial No: 371868
Map No: 3809-029DD
Tax Lot No: 10700

Code: 001.1
Serial No: 371886
Map No: 3809-029DD
Tax Lot No: 09900

Code: 001.1
Serial No: 760894
Map No: 3809-029DD
Tax Lot No: 10500

Code: 001.1
Serial No: 760901
Map No: 3809-029DD
Tax Lot No: 09800

Code: 001.1
Serial No: 371877
Map No: 3809-029DD
Tax Lot No: 10800

STATE OF OREGON: COUNTY OF KLAMATH: 25

Filed for record at request of AmeriTitle the 21st day
of June A.D., 1996 at 2:47 o'clock PM., and duly recorded in Vol. M96,
of Mortgages on Page 18529

FEE \$25.00

By Bernetha G. Letsch, County Clerk

It is shown in the foregoing manner that Block 15, NE 1/4, 2, ADDITION to the City of Klamath Falls, Oregon, is a rectangular block, approximately 1/2 mile long and 1/4 mile wide, and is situated in the northwesterly corner of Block 16, NE 1/4, 2, ADDITION to the City of Klamath Falls, Oregon, and is bounded on the north by the northwesterly line of said Block 16, on the east by the northwesterly line of said Block 16, on the south by the northwesterly line of said Block 16, and on the west by the northwesterly line of said Block 16.

ADDENDUM TO THE REPORT OF THE JOINT SELECT COMMITTEE ON THE
 STATE OF THE STATE OF NEW YORK, 1890.

For a full and complete ADDITION to Kansas Title, according to the official plan, please send the name of the County (State of Kansas), County, Township, Range, and the location of the property to be added.

On 11/11/1964, the following information was received from the official personnel file in the office of the County Clerk of Elkhart County, Oregon:

1.101-1062
11871-101-1062
0000-0000-101-1062
0000-101-1062

1-100-0000
2-100-0000
3-100-0000
4-100-0000
5-100-0000

Code: 0011
 Serial: 371326
 Map No: 3808-0220
 Top No: 00000

[illegible]

1.100
1.100
1.100
1.100
1.100

1. THE
GASITE
CHOLE-FLAC
DATE

80811 : 100 : 100
NORTH-CORE : 100 : 100
GUY71 : 100 : 100

APR 1965

1-100-1000
1-100-1000
1-100-1000
1-100-1000
1-100-1000