LN #0600400147 ANTC #33510-DS CUNDERIONAL ISIGNMENT OF RENTS

CHERT AND DURING THE

THIS AGREEMENT is made it is <u>26th</u> day <u>June</u>, 19<u>96</u>, and is incorporated into and shall supplement the Montgage or Deckl of Trust (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note to KLAMA1H if RST FEDERAL SAVINGS AND LOAN ASSOCIATION (Lender) of the same date and covering the property situated at (mo tgaged prem sis): <u>2110 Washburn Way</u>, Klamath Falls, OR 97603

and legally described as:

See attached Exhibit "A" For legal description Tax Acct #3909-004AD-00100 Rep #5312);

Carl Brit Televist Carl Brit 200

Lender, as a condition to mailing said loan, has equired the execution of this Conditional Assignment of Rents of It LES HARDER ATTRACT I PRAFTICE UN TRACTOR AND A TRACT PLATE CONTRACT AND A TRACT AND A TRACT

In order to further secure payment of the indet todness of Borrower to Lender and in consideration of making the loan, Borrower close hereby sell, assign, ransfer and secover 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 ramain in full force and effect so long as any default of times to exist.

Upon any default of the loan, the Forrower authorizes the Lender to enter upon the premises and to collect the rents than 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 inaintenance of the mortgaged premises and to perform all acts necessary and proper to spend such such such such and 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 reason able 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 ϕ all proper chalges 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 pramises and shall not be required to collect rents. Ler clar may however make reasonable efforts to collect rents, and shall determine the method of collection and extent of enfort ement to collect delinquent rents.

In the event the Borrower rainstates the mortg a ge loan by complying with all terms, covenants, and conditions of the Security Instrument, the Lender shal, within one month after written demand, return possession of the property back to the Borrower.

The Ecrrower hereby covenants and warrants: o the Lender that heither Borrower, nor any previous owner, has executed any prior assignment of plogs of the rents, nor any prior assignment or pledge of its interest in any lease of the mortgaged premises. The Borrower usc covenants and ugrees to not collect rents from the mortgaged premises in advance, other than as permitted by the terms of any rental agreement.

| | 自己的 经管理管理 | 二書稿 1、二出版手長日子 1 | | |
|----------------|---|-----------------|----------------------|------------------|
| 1.1 | mert shall remain in tu | Arce and effe | as phoi as | the clebt to l |
| Auger Matul | ment stall remain in tuil et i jangpan swint actif too | 中国、中国代 | । <u>भ</u> ान अक्ष∪े | 10. 14 13 14 (1) |

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

It is unclerstood and agreed that a full reconveyance or Satisfaction of the Security Instrument shall constitute as a ful and complete release of all Lender's rights and interests, and that after reconveyance, this instrument shall be cancelled. 0,36,013

Klamath Fall Oregon, this 26th day of June , 1996 Dated at where the providence is the poster of the ត ទទន hubs R. CHARLES HALVORSH & observed to gradiente to Bertower GWEN HALVORSEN L dias , et la vebasión terrers countries more the strand drive and the strands is privillably the spectrum of the spe Barrower and a 0-964 E THE USE LOODED IS YE'RE HE OTHER OF THE $\{\cdot, e^{i_1}\}$

Borrower

E orrower

EEN HINDE

| | 4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1 |
|--|--|
| STATE OF Oregon (human and the second for the second for the second seco | thefore me the undersigned. |
| mus contracts that on this 26th day (1 June , 19 20 | |
| a Notary Public for said state, personally appeared the within named | مساهد والاردار والمستعد والمنادوقة وستراجه وأنته والمتروف ووجه |
| a Notary Public for Sent Barry 1991 (1991 (1991)) Sent Andrew State Andrew State and Andrew S | |
| P CHARLES HALVORSEN and GIEN HALV DRSEN | |

thrown to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me they executed the same fix elv and volunt ariv received the same fir ely and volunt tilly. Sugar product a sugar product the same sector of the same sector hasper that be one is the for any more and in the stand of the formation of the standard of th SCHERE F 11 FU

IN TESTIMONY WHEREOF, I have her sunto set my | and and affixed m / official seal the day and year last above written.

1111141418

Notary Public for the State of ____Oregon

12-18-98 My commission expires: ____

自己省 医肌病工具的 精緻

19400

in a soci

ender remains unpaid.



Eand Krany Licenses a.

and suvering the property advocation over factors of a fee and the second statements. to score Benomer a Nete to KLITAR & BEAT PET I STL ANIN 10 144 - 10 14 - 201 10 - 201 10and i supplier rent this Montgaue of Den Lot Liuss (6) (1975) shired (11) at he serve data the start

iste en de la TR 0001000 16508

mr. 19 37-25 30

COMDUIC IN VIENCE VENCINE VOL

EXHIDI T "A" LEGAL DI SCRIPTION

Lot 3, Block 2, TRACT 1080 W/ SHBURN PARK, according to the official plat thereof on file in the office of the County Clark of Klamath County, Oregon.

EXCEPT the following 2 tracts of land:

A tract of land situated in Let 3, Block 2, as the own on the map entitled "TRACT 1080 WASHBURN PARK," a duly recorded subdivision in Klamath County, Oregon, said tract of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot $\frac{2}{3}$, said point being at the intersection of the Southerly right of way line of the O.C. & $\frac{2}{3}$. Railroad and the Westerly right of way line of Washburn Way; thence South O0 degrees 03' 30" West, along said Washburn Way right of way line, 94.58 feet; thence North 89 degrees 56' 30" West 161.96 feet to a point on the West line of said Lot 3; thence North 00 degrees 03' 30" East 138.59 feet to a point on a curve, radius point of which bears South 06 corgress 50' 01" East 356.28 feet; thence along the arc of said curve to the right (central angle equals 08 degrees 32' 26" and radius equals 356.28 feet) 53.11 fect to a point on the said Southerly right of way line of the O.C. & E. Railroad, being the North line of s ud Lot 3; thence South 66 degrees 51' 15" East 118.43 feet to the point of t eginning.

AND a gract of land being a portion of Lot 3, Block 2, Tract 1080, WASHBURN PARK, a duly recorded subdivision, situated in the SE1/4 N \pm 1/4, Section 4, Township 39 South, Range 9 East of the Willamette Meridian Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Lot 3, Block 2; thence South 00 degrees 03' 30" West, along the West line of said Lot 3, Block 2, 25.03 feet to a 5/8 inch iron pin; thence along the arc of 1 crove to the right (radius point bears South 06 degrees 50' 11° East 356.23 feet and central angle = 08 (legrees 32' 26°) 53.11 feet to a 5/8 inch iron 01" East 356.23 feet to the right Lot 3, Block 2; thence North 56 degrees 51' 15" West pin on the Northerly line of said Lot 3, Block 2; thence North 56 degrees 51' 15" West 57.63 feet to the point of beginning, with bearings based on said Tract 1080, WASHBURN PARK.

STATE OF OREGON: COUNTY OF KLAMATH : ss.

| Fil | d for record a | at request of | 10 10 61 | A ter: | litle 3:52 | o'clock | P _y | A., and duly recorded | | day س |
|-------|----------------|----------------------------------|---|---------------------------|---------------|-----------------------------------|----------------|-------------------------------|--------|----------|
| of. | June | 0 | _A.D., 19 <u>9()</u> fMori | gales | | • • • • • • • • • · · · · · · · · | on Page | e 19399 Bernetha G. Letsch | | |
| FE | \$20.00 | | | | | By_ | 2 | Lever L | Swaard | |
| | | | | | | | | | | |
| I | <u></u> | ، منه معنون المستحمين الم الم | - د محمد <u>محمد محمد محمد محمد محمد محمد م</u> | n samme en samme en en er | | | | | | |
| | | | | | | | | | | |