## 172 # 0:044837 CONDITIONAL ASSIGNMENT OF FIENTS

20206

Vol. 19788

	THIS AGREEMENT is made this		
? ::	and covering the property	situated at (mort paged promises)	: 445 Spring Street, Klamath Falls.
	07601	The second secon	
T F	and legally described as:		
Ŗ	in the	County of Klimath, S	
	COL)E 1 Kay No:	MAP 3809-33E TL 107 315321	O( (Covers additional property)
	CODE 1 Key No:	MAP 3809-33EI TL 107 315321	AL (COAELS SECTIONAL PROPERTY)

Lender, as a condition to making said oan, has required the execution of this Conditional Assignment of Rents of the end imbered property. The This State of the State of

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 our r to Lender all rents, issues and profits from the mortgaged premises. This assignment is to become effective upon any default under the same of the Security Instrument, and will PARTY CHANGE TO A STATE OF THE remain in full force and effect so long as any lefault continues to exist.

the appropriate that the first propriate (it is considered by the wild exist as a first of weeking Upon any default of the loan, the Bonn wer authorizes the Lender to enter upon the premises and to collect the rents then due as well as rents thereafter accruing and becoming a syable during the period of continuance of any default and to take over and assume the management op: ation and mal trenance of the mortgaged premises and to perform all acts necessary and proper to spend such such so it 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. O HIEFE

The Borrover agrees to facilitate in all reasonable ways, the collection of rents and upon request by Lender to exect to a written notice to tenants directing the tenants to play rent to the Lender. The Borrower releases all claims against the Lander arising out of such management operation and maintenance of the premises.

The Lencler 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 no me 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.

nary na minestri je sa nine ogog <del>pasoa a nig</del>la ne gas e sot ni dipa nyine a ne ste le In the event the Borrower reinstates the mortgagis 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 peak of the core representation of the present of the core the Borrower. armentijing na operation is born, som findere skappande migtelige in et i.

High The Bornower hareby covened to a stream to the Lender that me then Bornower, nor any previous owner, has executed any prior assignment or pledge t lathe rents, not any prior assignment or pledge of its interest in any lease of the mortgaged premises. The Borrower at over vent nts and a press to not collect routs from the mortgaged premises in advance, other than as parmitted by the terms of any rental agreenent. िर्देश के तर्द्वाग स्तर प्रदेशकी solical) को 1 कि एवं अवदान | बुंदि स्वात्रीकृत्यु कर कि उक्कर के दिल एक एक है जा कि क्रियोज्ञ

HEA' LILIAS This assignment shall remain in till to be and effect as long as the debt to Lender remains unpaid. other him as permited by the terms of a way dal eitherme I The provisions of this instrument that as binding up 1 the Borrower, its successors or assigns, and upon the Lender and its successors or assigns. The word "Bo rower" shall by iconstrued to mean any one or more persons or parties who are no ders of legal title or equity of retem; item to control enforcesaid mongreged premises. The word "Note" shall be construed to mean the instrument given to exidence the indeptedness 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. Charles and the state of the control Fit is understood and agreed that a full reconveyant trop Satisfaction of the Security Instrument shall constitute as a full and completo release of all Lender's right's and interests, and that after reconveyance, this instrument shall be cancelled. determine the medical of actaction and meet of enforcement to extend following rand THE FOR Dated at Managharante Faitheon; Cragon, this and Harry day of the analysis and 1996 to the load at The Lencott shall not be stored table for one of fundathing a grantly rece कार्य hassad h turn oor, अवस्थि थे । हो का ouat हो आउटा र Donald C. Rice

Bornewer Luella D. Rice Bonower Donald C. Rice the cattler whiteg our of such management, (percum and maintenance of the member. क मान किया ने अंतर माह प्राप्तकार में किया में किया होता है। से किया किया में किया में किया में किया में किया ह the Benown agreem to facilitate in a fine combination that the rejudice of their many and the contract to compact of STATE OF OREGON countrious to get assure COUNTY OF KLAMATH are the region regarded in accompanies, on the transplantation of the information of the region of the region of THIS CERTIFIES, that on this 201 314 day of 1 July 316 20 1 1996 3 before me, the undersigned, n accurità i la mesce e l'imperation d'estat anno a co Luella D. Rice, husband and wife 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 fresh, and voluntarily DENISE D. BICKFORD A COMMISSION EXPRESSION NO. 051871

AND THE STATE OF THE PROPERTY OF THE PROPE The term of a country to produce an appropriation of the party of IN TESTIMONY WHEREOF, I have hereum o set my hand and affixed my official seal the day and year last above written. go nasa ezab idal and on consumer to make it as Notary Public for the State of Orecan

My commission expires: 415-2000

STATE OF ORLGON: COUNTY OF K. AM. TH: ss.

anas u svakalik

| Filed for record a request of Aspen Fittle & Es : Now the 3rd day of July | A.D., 1936 | at 11:02 | o'clock M., and duly recorded in Vol. M96 | Nortes | 18 | 18 | on Pres 19788 | Bernetha G. Letsch, County Clerk

推E \$15.00

20806

( Note : 01/12

Vol. On Page 19788