the encumbered property.

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<b>22976</b> ors or assigns, and upon the Lender	e Romawet Brauduiss	ill ogu geile d ad <b>Vol. male. Paga 2</b>	4585
on more persons of parties who	o ved n <b>ee</b> m or beantag	ren ege gerana <del>sa akadan katalan ing sa Sa Sa Sa Sa Sa</del> Sa 63 jing nasa sa a <b>8</b> 1 jeng na pjang sa Sa Sa	
of their teleth they set in elemen	iq bequition to serve	stad displayayaya ay ka gay ay ay a	
And THIS AGREEMENT Is made the	ils 5th. day of A	ugust, 1996 , and is incorpor	ntod into and
shall supplement the Mortgage or Deed	d of Trust (Security Instr	rument) of the same date given by the undersign	od (Domesta
to secure Borrower's Note to KLAMAT	H FIRST FEDERAL SA	VINGS AND LOAN ASSOCIATION (Lender) of the	be some de
and covering the property situated at	(mortgaged premises);	3839 & 3843 Anderson Avenue, Klamat	ne same date
Oregono97603 state a satural platt se	Marcal attention of the second	oder persyector know and construction of the	.m rails,
and legally described as:			<u> </u>
See Attached Exhibit "A"	day of <u>August</u>	Cragon, this 1939	ita C
the second section of the second section is a second section of the second section of the second section section section sections and the second section sections is a second section section of the second section se	темотров		
Lender, as a condition to mak	1	ired the execution of this Conditional Assignmen	

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.

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This assignment shall remain in full force and effect as long as the debt 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 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.

a full and complete release of all Lender's rights and in	sterests, and that after reconveyance, this instrument shall be called a
Dated at <u>Klamath Falls</u> , Oregon, th	his <u>5th</u> day of <u>August</u> , 19 <u>96</u> .
Dian & Summer	· · · · · · · · · · · · · · · · · · ·
Borrower Diane E. Stevenson	Borrower
Borrower	est teoloper end <u>novi Mar pudrin di la </u>
	o <b>naS</b> le re ga <del>udishni sit ta</del> kros ga sesti si ili sesti se sesti se sesti se se se se
Alexander Dublic for cold state, personally appeared	ay of <u>August</u> , 19 <u>96</u> , before me, the undersigned, the within named <u>Diane E. Stevenson</u> , a single person
_and without the main or at anything to	tannan jada ayayodhaca waxesi tahan isali a
known to me to be the identical individual(s) describ	ed in and who executed the within instrument and acknowledged to me
contained vibration and vibratively and voting and vibratively property to the same freely and voting and	to operatories per activing increment of the contract of the c
or amond the terrar or existing to also see to make	be all the life space of the value of the constant of existing lossers, to alter the latest and the life of the life of the constant of the co
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DENISE D. BICKFORD II	
NOTARY PUBLIC - OREGON COMMISSION NO. 051871 MY COMMISSION EXPIRES APR. 15, 2000	Notary Public for the State of Urgon some some september of the State of Urgon St
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define the rest enterest consisting not amount of income received to any amounts due and owing of the construction of the not sally receives for the nest of the mortgaged of the construction of the markers and shall not the construction of the more reasonable choice to collect rests, and shall not the construction of enforcement to oblice delinquent rests.

portions of the second selected the mongage loss by complying with all terms, constructs, and conditions of the month of the property back to

recurrences and a second solution (ender that neither Borrower, nor any province exact, base recurrence) and the contract of the contract and agree to not collect rents from the mortgaged premises in arbunula, and agree to not collect rents from the mortgaged premises in arbunula, asked to be contracted agree to any contracted agreement.

## EXHIBIT "A" LEGAL DESCRIPTION

The West 90 feet (as measured along and at right angles to the South line) of the following parcel;

That portion of the NE1/4 NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Northerly right of way line of Anderson Avenue which lies South 0 degrees 10' East along the section line a distance of 1290.7 feet and North 88 degrees 39' West along the Northerly right of way line of Anderson Avenue a distance of 680.4 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 0 degrees 10' West parallel to the section line a distance of 306.8 feet to an iron pin; thence North 88 degrees 39' West a distance of 647.2 feet, more or less, to the West line of the NE1/4 NE1/4 of said Section 15; thence South 0 degrees 10' East a distance of 306.8 feet to an iron pin on the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue a distance of 647.2 feet, more or less, to point of beginning.

EXCEPTING THEREFROM any portion lying Northeasterly of Southwesterly line of Klamath Irrigation District Lateral A-3-F, together with a perpetual non-exclusive easement for access purposes, said easement being in the NE1/4 NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the North line of Anderson Avenue, said point being 180 feet East of the intersection of the West line of the NE1/4 NE1/4 of said Section 15 and the North line of Anderson Avenue; thence continuing East along the North line of Anderson avenue a distance of 20 feet; thence North parallel to the West line of said NE1/4 NE1/4 a distance of 100 feet; thence West parallel to the North line of Anderson Avenue a distance of 110 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 20 feet; thence East parallel to the North line of Anderson Avenue a distance of 90 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 80 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement for access purposes, said easement being in the NE1/4 NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the North line of Anderson Avenue, said point being 180 feet East of the intersection of the West line of the NE1/4 NE1/4 of said Section 15 and the North line of Anderson Avenue; thence continuing East along the North line of Anderson Avenue a distance of 20 feet; thence North parallel to the West line of said NE1/4 NE1/4 a distance of 100 feet; thence West parallel to the North line of Anderson Avenue a distance of 110 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 20 feet; thence East parallel to the North line of Anderson Avenue a distance of 90 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 80 feet to the point of beginning.

Account No: 3909-015AA-13200 Key No: 577218

PAGE 5 OF REPORT NO.	38316-MS			
PRELIMINARY REPORT				PRELIMINARY REPORT ONLY
STATE OF OREGON: COUN	TY OF KLAMATH:	ss.		
Filed for record at request of Aug of	A.D., 19 <u>96</u> at	ititle 3:55 o'clock P	M., and duly rec	the 9th day corded in Vol. M96
FEE \$20.00		Bernetha G. L.		inty Clerk