26273 Tu selicmen her columnical assignment of REATS The Transfer Page \_\_\_\_\_

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): 1010 - 1020 - 1030 West Oregon Avenue.

Klamath Falls, Oregon 97601 - 1020 - 1030 West Oregon Avenue.

He denier of all his binding upon the Terrover, his st cossions or assigns, and upon the Lander of the control of the mean into one or more processing who

and legally described as:

The Northerly 74 feet of Lets 3 and 4 in Block 9 of BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in 19 the office of the County Clerk of Klamath County, Oregon, and that part of vacated Oregon Avenua lying along the Northerly boundary of said Lots 3 and 4, TOGETHER WITH an easement for water pipeline and public utilities over the Easterly 5 feet of Lot 3, E CEPTING THE Northerly 74 feet.

Account No: 3809-03 (BE-00200) Creaking Rey 10: 174812

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 indebtechess 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 Box ower 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 cut 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.

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 effect as long as the debt to Lender remains unpaid Sas

QX:317 : \$

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 "Boxower" 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.

STATE OF STATE STATE SAME AND LOAM ASSOCIATION (LITTLE). If the same design 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. day of \_October \_ Oragon, this 3rd Dated at Klamath Falls es required til exa Borrower vinco dal Parello fedira siff Borrower to ones, to restrict social parameter of the industrial parameter to be pleased in consideral STATE OF OREGON that Suppress to the second making it had been been been given to the ades all reals. In COUNTY OF KLAMATH THIS CERTIFIES, that on this 3 3 rd of day of 100ctoberge avenue, 19 96 cc., before me, the undersigned, a Notary Public for said state, personally appeared the within named Wayne A. Connors & Par Pamela J. Connors tac known to me to be the identical individual (s) described in and who executed the within instrument and acknowledged to me Individually a to a la molt so of this segment began those odd to a proportion that includes a farm sym. In set some the same freely and voluntarily. full four Assessed as Aeth regit and pessentors educing authorized and sides from from the second purchasessed tro right to estable to the contract or tracendal existing reason, to alter or amone it has error of colors on or contract. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. go decided of sents and upon a goost by DENISE D. BICKFC/RD NOTARY PUBLIC - OR 30N COMMISSION NO. 05 1871.

MY COMMISSION EXPRES APR. 15, 2000 To sean seighniam biog i Notary Public for the State of as set index books grad and and at My'commission expires: galvo bas sub anuoms yaz as baviso n amooni la maini len ani libero ,sunsassal brasto en a su con, sezon anual se ma c. The course shot he continued to a are funded and appearing the rentrol the rentrol the mangaged premises and ending the caused a order rode. Lender may however make reaconable efforts to collect rents, and shall tens the time tension to be copied to accept the proportion of the party of the proportion of the copied tension of tensi in the endure of terms of seind the incurrence today by oder plying with all terms, covernance, and conditions of to Cornel to the second of the chair waste on month after writing demand, refer poissosion of the property back to Return: Amerititle STATE OF OREGON: COUNTY OF KLAMATH: the A. M., and duly recorded in Vol. Amerititle Filed for record at request of 11:29 o'clock A.D., 19 96 at on Page 31615 October Mortgages. County Clerk Bernetha G. FEE \$15.00