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subment at altitle, al within upon the grandword its subcasses or assigne, and upon the Lender word. There are sit at the point such to make city one or more persons or panion who

displain bit a gold sail of the of colding 4th THIS AGREEMENT Is made this October _ day of ___ , 1996, and is incorporated into and shall supplement the Mortgage or Deed of Trus: (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): 4100 Highway 97 North, Klamath Falls, OR 97601.

and legally described as:

A tract of land situated in Lot 1, Section 18, and Lot 5, Section 19, all in Township 38 South, Range 9 E.W.M., Klamath County, Oregon, being that portion of the tract described as Parcel 3 in Volume 297 on page 474, Deed Records of Klamath County, Oregon, lying South of the Dalles-California Highway.

Account No: 3809-1800-1800 Account-No:-3809-19AB-100

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Key No: 430876 Key No: 432393

Lender, as a condition to making said loan, has required the execution of this Conditional Assignment of Rents of Bomow .. Jon Robert 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 Borro ver 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 document is being re-recorded to establish it as a seperate document. REV. 7/18/95

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This assignment shall remain in full force and effoct as long as the doboto tender 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 "Forrower" 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 includence the includence 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.

3. S. Section . F. all in Consults to the Section of the Section o	A size (\$4 married) to any control of the professional forms of the pr
Dated at Klamath Falls Oregon, this	day of October , 1996 .
Security Mini Storage, appartnership	
: Technology COMM PROPERTY	BY: John Some States
Bonower Richard F. Bonaray/Partner	Boffower Jon Robert Bogatay Partner
1 Appution of 1 to Confundamental .:	
Borrower Richard F. Bogatay Andividual	BorrowerJon Robert Boga(ay/Individual)
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COUNTY OF PREAMATH BELLEVILLE AND RELY LOCALES IN THE C	超過 1800 2001 1813 中国联系中央 一名 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
THIS CERTIFIES, that on this 4th day of	October , 19 96 , before me, the undersigned,
	n in named <u>Richard F. Bogatay & Jon Robert Bogata</u>
as partners and individuals, 1919 is enter of the of the office of the order of the	
	of the same part of the second of the within instrument and acknowledged to me many interest the within instrument and acknowledged to me
that they executed the same freely and voluntarily.	Harde estocial est to the state that the set is the control of the set of the
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Consider. The Porrower release and deline equival.	and affixed my official seal the day and year last above written.
DENISE D. BICKFORD	Notary Public for the State of Orean
NOTARY PUBLIC - ORIGION ON THE PROPERTY OF TH	My commission expires: 4-/5-2000
MY COMMISSION EXPIRES AFR. 15, 2000	te isn net above, at mercus inertification and commences are set of the
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Filed for record at request of Klamsth First Fe of October A.D., 19 96 at 3:2&	o'clock P M and duly recorded in Vol 1
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STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at request of Klamath Count of October A.D., 19 96 at 1:27	y Title the 8th day o'clock P. M., and duly recorded in Vol. M96
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