

22972

26542

Vol. 196 Page 24568

THIS INSTRUMENT IS BEING RECORDED TO ADD ACCESS EASEMENT.

THIS AGREEMENT is made this 5th day of August, 1996, and is incorporated into and 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): 3218 Homedale Road #5 & #6, Klamath Falls Oregon 97603

and legally described as:

A tract of land situated in Tracts 1 and 2A "HOMEDALE" Subdivision, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

see attached for access easement made a part hereof

Beginning at a point on the Northerly line of said Tract 2A and being North 66 degrees 39' 30" West a distance of 74.72 feet from the Northeast corner of said Tract 2A; thence North 66 degrees 39' 30" West along the Northerly line of Tracts 2A and 1 a distance of 68.24 feet; thence South 24 degrees 38' 57" West a distance of 94.71 feet; thence South 65 degrees 21' 03" East a distance of 68.20 feet; thence North 24 degrees 38' 57" East a distance of 95.71 feet to the point of beginning.

Account No: 3309-011AB-006C0 Key No: 548599

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 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.

32139/24569

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 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.

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.

Dated at Klamath Falls, Oregon, this 5th day of August, 1996.

Diane E. Stevenson  
Borrower Diane E. Stevenson

Borrower

Borrower

Borrower

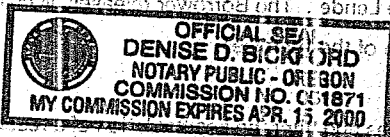
STATE OF OREGON

COUNTY OF KLAMATH

THIS CERTIFIES, that on this 5th day of August, 1996, before me, the undersigned, a Notary Public for said state, personally appeared the within named Diane E. Stevenson, a single person

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Denise D. Bickford  
Notary Public for the State of Oregon

My commission expires: 4-15-2000

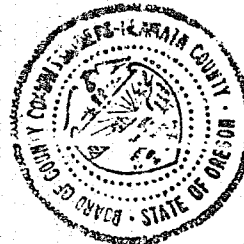
24570  
32140

EXHIBIT "A"  
LEGAL DESCRIPTION

Together with an easement situated in TRACTS 1 and 2A "HOMEDALE" Subdivision, situated in the NW1/4 NE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly line of said Tract 2A and being North 66 degrees 39' 30" West 74.72 feet from the Northeast corner of said Tract 2A; thence North 66 degrees 39' 30" West along the Northerly line of Tracts 2A and 1, 68.24 feet; thence South 24 degrees 38' 57" West 94.71 feet; thence South 65 degrees 21' 03" East 68.20 feet to the true point of beginning of the description; thence North 24 degrees 39' 45" East 15.00 feet; thence North 66 degrees 26' 40" West 157.19 feet; thence South 24 degrees 38' 57" West 30.00 feet; thence South 66 degrees 14' 56" East 191.41 feet; thence North 24 degrees 44' 08" East 3.81 feet; thence South 56 degrees 21' 03" East 89.87 feet to a point on the West right of way line of Homedale Road; thence along said right of way line North 00 degrees 18' 43" East 26.93 feet; thence North 72 degrees 05' 12" West 113.79 feet to the point of beginning.

DES.



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 9th day  
of Aug A.D., 19 96 at 3:55 o'clock P M., and duly recorded in Vol. M96  
of Mortgages on Page 24568

FEE \$20.00

INDEXED

Bernetha G. Letsch County Clerk

By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Return: KFF

Filed for record at request of Amerititle the 10th day  
of October A.D., 19 96 at 10:32 o'clock A M., and duly recorded in Vol. M96  
of Mortgages on Page 32138

FEE \$15.00 Re-record

Bernetha G. Letsch County Clerk

By [Signature]