eases or the bear and the standard of the color of the color of the standard of the standard shall be THIS AGREEMENT is made this 55h and 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 (mortgr ged premises): 3218 Homedale #7 & #8, Klamath Falls, Oregon

and legally described as:

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

AMTC 38319-MS

Account No. 3909-011AB-00500 Key No. 548544 see attached for access easement

Beginning at a point on the Northerly line of said Tract 1, said point being North 66 degrees 39' 30" West a distance of 64.76 feet from the Northeast corner of said Tract 1; the said point also being North 66 degrees 39' 30" West a distance of 142.96 feet from the Northeast corner of Tract 2A "HOMEDALE"; thence North 66 degrees 39' 30" West along the Northerly line of said Tract 1 a distance of 90.70 feet; thence South 38 degrees 48' 28" West a distance of 90.70 feet; thence South 65 degrees 21' 03" East a distance of 113.91 feet; thence North 21 degrees 38' 57" East a distance of 94.71 feet to the point of beginning.

beginning. TOGETH II. WITH THAT CERTAIN ACCESS EASEREDT DESCRIPTION IN E. ... T "A" 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 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.

pricing hard and diliged my of lidels call the cery one vo 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. Noterly Public for the Carte Little Average

OFCHACILLO 35

Tegs 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.

REV. 7/18/95

Tris assignment shall remain in a liforce and chect as long as the date to Lender remains unpaid.

EH-MESE BILL

The provisions of this instrument's fall 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.

	23.3.
Dated at <u>Klamath Falls</u> , Orego	n, this _5rh day of August, 19 <u>96</u> .
B-80	
Borrower Diane E. Stevenson	**
	Вопомег
	(인하철 후에서 (관재 학생들은 4일) (1) 2 년 2 년 2 년 2 년 2 년 2 년 2 년 2 년 2 년 2
Borrower	Borrower'
그 그는 그는 그 가장 가는 모습을 봤다	A CONTRACTOR OF THE CONTRACTOR
STATE OF OREGON sdr policy is noticed by	
COUNTY OF KLAMATH	to or for to her scene caynem of the indebtodness of Borrow
	GOY OF THE STATE OF THE TANK
a Notary Public for said state, personally appeared	i the within named Diane E. Stevenson, a single person
	and dingle person
known to me to be the Identical Lines and	Andrew Residence to the second
. Stys le unicon of her control to act at a scale	ed in anti-who executed the within instrument and acknowledged to me
that sne executed the same freely and vol	to some teaming this notioning their opposition is a second or some team of the source
igage pre-title compact eviction (cases or to make	untarily. Can assist and notificating their appropriment a cuse of the level said norm out is amount out to his more money through a confining tree grows no are
i and the state of a thirth 140 is	edictions of the property of the canter of the property of the property of the property of the state of the s
of tabled (d tables nage bits affect to ne ocide	hand and affixed my official seal the day and year last above written.
e Len Jax. The Becower releases by Jakino south t	a serial to year and the serial serial and the serial seri
DENISE D. BICKFORD	one parties of the parties of the parties and a restence of
COMMISSION NO. 03187 (1) OF COMMISSION FOR SIGN ENGRES APR. 15, 2000	Notary Public for the State of Oregon
The state of the s	ly commission expires: 4-15-2000
an it, oftenly receives for eac rear of the entiry aper-	microme to a read the second of the second o
The second secon	The example of the property of the example of the e
STATE OF OREGON: COUNTY OF KLAMATH:	3 (AF - 1) - 1
	ss.
	rititle STATE of the 9th day
ofNortga	o'clock M., and duly recorded in Vol M96
<u></u>	Rernatha C Taket
FEE \$15.00 INDE	ADD By Lime Gussin
अस्य । ब्राह्म (कट्टाएलप्रकर, मज्रा क्या, कृष्ट्रप्रज्ञात करावर, महा	<u>X</u>
greaten rang or pledge of its interest in any lease of the	B TODO IT S 150 TODO
early rents from the mortgaged premiers in advance	executed and the second content workers and against the photosic according to the second of the seco
	mand also breakers. The grations related solvansurables and the second also and the second second and the second s

seed the second representation of the following land of the second representation of the second represe

ಌಗ

LN #090-04-16201

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.

STATE OF OREGON: COUNTY OF KLAMATH: ss. Return: K.F.F.	
Filed for record at request of Amerititle the 10th of October A.D., 19 96 at 10:32 o'clock A.M., and duly recorded in Vol. M96 of Mortgages on Page 32144	day
FEE \$15.00 Re-record Bernetha G. Letsch County Clerk By / Attitus Kossi	