

CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT is made this 7th day of November, 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):

1721 & 1723 Dawn Drive, Klamath Falls, Oregon 97603

and legally described as:

All of Lot 13 and the North 21 feet (as measured along the East and West lines) of Lot 12, Block 12, FOURTH ADDITION TO WINEMA GARDENS, in the County of Klamath, State of Oregon.

Tax Acct #3909-1AB-1800 Key #503743

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.

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 7th day of November, 1996.

[Signature]
Borrower JANET R. PIERCE

Borrower

Borrower

STATE OF Oregon

COUNTY OF Klamath

THIS CERTIFIES, that on this 7th day of November, 1996, before me, the undersigned, a Notary Public for said state, personally appeared the within named JANET R. PIERCE

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.



[Signature]
Notary Public for the State of Oregon

My commission expires: 12-18-98

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 7th day of November, A.D., 19 96 at 3:38 o'clock P. M., and duly recorded in Vol. M96 of Mortgages on Page 35308

FEE \$15.00

Bernetha G. Letsch, County Clerk
By *[Signature]*

1. DECEDENT'S NAME First: Bordon Middle: - Last: HART			2. SEX Male	3. DATE OF DEATH (Month, Day, Year) January 3, 1994
4. SOCIAL SECURITY NUMBER 497-18-4030		5a. AGE Last Birthday (Years) 70	5b. Under 1 Year Mos. Days	5c. Under 1 Day Hours Mins.
6. PLACE OF BIRTH (City and State or Foreign) Vichy, Missouri			7. DATE OF BIRTH (Month, Day, Year) July 30, 1923	
8. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> Home <input type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Other <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)				
9a. FACILITY NAME (if not institution, give street and number) Box 3 - Robinson Dr.			9b. CITY, TOWN, OR LOCATION OF DEATH Bly	
9c. COUNTY OF DEATH Klamath				
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Machinist - Ret.		10b. KING OF BUSINESS/INDUSTRY North American Machine		11. MARITAL STATUS - Married Never Married, Widowed, Divorced (Specify) Married
12. SPOUSE (If Married, Widowed) Dorothy - (WIFE)				
13a. RESIDENCE - STATE Oregon		13b. COUNTY Klamath	13c. CITY, TOWN OR LOCATION Bly	13d. STREET AND NUMBER Box 3 - Robinson Dr.
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No		15. RACE American Indian, Black, White, etc. (Specify) White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) College (14 or 5+) 11
17. FATHER - NAME first middle last Boley - Hart			18. MOTHER - NAME first middle maiden Mae - Cook	
19. INFORMANT - NAME and relationship to decedent Dorothy Hart - Wife				
20a. METHOD OF DISPOSITION <input type="checkbox"/> Mausoleum <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)				
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Eternal Hills Memorial Gardens				
20c. LOCATION - City or Town, State Klamath Falls, Oregon				
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH Jim Lancaster			21b. LICENSE NUMBER (Of Licensee) 3224	22. NAME, ADDRESS AND ZIP OF FACILITY Eternal Hills Funeral Home 4711 Hwy #39, Klamath Falls, OR 97603
23. DATE FILED (Month, Day, Year) JAN 10 1994			24. REGISTAR'S SIGNATURE Dorothy Hart	
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A				
26. WAS GIFT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A				
TO BE COMPLETED BY CERTIFYING PHYSICIAN				
27. TIME OF DEATH 3:30 P M		28. WAS MEDICAL EXAMINER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) Dale McDowell MD				
30. DATE SIGNED (Month, Day, Year) 1/5/94				
31. NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) Dale McDowell, MD - 2600 Campus Dr. - Klamath Falls, OR. 97601				
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)				
33. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.)				
PART I (a) CONGESTIVE HEART FAILURE			Interval between onset and death YEARS	
DUE TO, OR AS A CONSEQUENCE OF: (b) DILATED OR RHEUMATIC CARDIOMYOPATHY			Interval between onset and death YEARS	
DUE TO, OR AS A CONSEQUENCE OF: (c) RHEUMATIC FEVER AND POST VALVULAR SURGERY			Interval between onset and death YEARS	
PART II OTHER SIGNIFICANT CONDITIONS Conditions contributing to death but not resulting in the underlying cause given in PART I CHRONIC OBSTRUCTIVE LUNG DISEASE				
34. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Legal Intervention		35a. DATE OF INJURY (Month, Day, Year)	35b. TIME OF INJURY	35c. INJURY - AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
36. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify)		37. DESCRIBE HOW INJURY OCCURRED		
38. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
39. IF YES, were findings consistent in determining cause of death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A				
RESERVED FOR REGISTRAR'S USE				



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THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.
DATE ISSUED: JAN 14 1994
Charles Barcus
CHARLENE BARCUS
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Aspen Title & Escrow the 7th day of November A.D., 19 96 at 3:39 o'clock P.M., and duly recorded in Vol. M96 of Deeds on Page 35310.
Bernetha G. Letsch, County Clerk
By Arthur Ross

FEE \$10.00