

46422

MT C 42551-KR
 CONDITIONAL ASSIGNMENTS OF RENTALS

Vol. 97 Page 32716

THIS AGREEMENT, Entered into this 1st day of October, 1997,

between CATHY KING

hereinafter referred to as Owner and

TRUSTEES OF THE PARKER TRUST hereinafter referred to as Beneficiary or the survivor thereof,

WITNESSETH:

WHEREAS, Owner is the present owner in fee simple of property described as:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION WHICH IS MADE A PART
 HEREOF BY THIS REFERENCE.

in Klamath County, State of Oregon, and the Beneficiary is owner and holder of an ~~XXX~~
~~exclusive~~ Trust Deed covering said premises, which said ~~exclusive~~ Trust Deed is in the
 original principal sum of \$ 586,535.45 made by owner to Beneficiary under the
 date of October 1, 1997; and

WHEREAS, Beneficiary, as a condition to making said loan and accepting said ~~XXX~~
~~exclusive~~ Trust Deed required the execution of this assignment of the rentals of the ~~XXX~~
~~exclusive~~ Trust Deed premises by owner.

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the
 owner to Beneficiary and in consideration of the accepting of the aforesaid ~~exclusive~~
 Trust Deed and the note secured thereby, and in further consideration of the sum of \$ 586,535.45
 paid by the Beneficiary to owner receipt of which is hereby acknowledged, the said owner
 does hereby sell, assign, transfer and set over unto Beneficiary all of the rents, issues
 and profits of the aforesaid mortgaged premises, this assignment to become operative upon
 any default being made by the owner (grantor) under the terms of the aforesaid ~~XXX~~
~~exclusive~~ Trust Deed and the note secured thereby, and to remain in full force and effect
 so long as any default continues to exist in the matter of the making of any of the
 payments or the performance of any of the covenants set forth in the aforesaid ~~XXX~~
~~exclusive~~ Trust Deed and the note secured thereby.

1. In furtherance of the foregoing assignment, the owner hereby authorized the
 Beneficiary, its employees or agents, at its option, after the occurrence of a default as
 aforesaid to enter upon the mortgaged premises and to collect, in the name of the owner, or
 in their own name as assignee, the rents accrued but unpaid and in arrears at the date of
 such default, as well as the rents thereafter accruing and becoming payable during the
 period of the continuance of the said or any other default; and to this end, the owners
 further agree they will facilitate in all reasonable ways the Beneficiary's collection of
 said rents and will upon request by Beneficiary execute a written notice to the tenant
 directing the tenant to pay rent to the said Beneficiary.

2. The owner also hereby authorizes the Beneficiary upon such entry, at its option,
 to take over and assume the management, operation and maintenance of the said mortgaged
 premises and to perform all acts necessary and proper and to expend such sums out of the
 income of the mortgaged premises as may be needful in connection therewith, in the manner
 and to the same extent as the owner theretofore might do, including the right to effect new
 leases, to cancel or surrender existing leases, to alter or amend the terms of existing
 leases, to make concessions to tenants, the owner hereby releasing all claims against
 Beneficiary arising out of such management, operation and maintenance excepting the
 liability of the Beneficiary to account as hereinafter set forth.

3. The Beneficiary shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as is shall select and employ and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the owners under the terms of the All Inclusive Trust Deed and the note secured thereby the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Beneficiary. The Beneficiary shall not be accountable for more moneys than it actually received from the mortgaged premises; nor shall it be liable for failure to collect rents. The Beneficiary shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that the owner shall reinstate the All Inclusive Trust Deed loan completely in good standing, having complied with all the terms, covenants and conditions of the said All Inclusive Trust Deed and the note secured thereby, then the Beneficiary within one month after demand in writing shall re-deliver possession of the mortgaged premises to owner, who shall remain in possession unless and until another default occurs, at which time the Beneficiary may, at its option, again take possession of the mortgaged premises under authority of this instrument.

5. The owner hereby covenants and warrants to the Beneficiary that neither it, nor any previous owner, have executed any prior assignment or pledge of the rentals of the mortgage premises, nor any prior assignment or pledge of its landlords' interest in any lease of the whole or any part of the mortgage premises. The owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Beneficiary of this assignment.

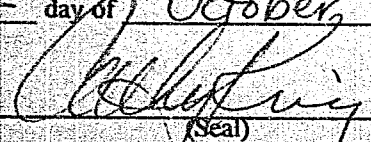
6. It is not the intention of the parties hereto that an entry by the Beneficiary upon the mortgaged premises under the terms of the instrument shall constitute the said Beneficiary a "Beneficiary in possession" in contemplation of law, except at the option of the Beneficiary.

7. This assignment shall remain in full force and effect as long as the All Inclusive Trust Deed debt to the Beneficiary remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon the owner, its successors or assigns, and upon the Beneficiary and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by the Beneficiary against the mortgaged premises; and the word "All Inclusive Trust Deed" shall be construed to mean, the instrument securing the said indebtedness owned and held by the Beneficiary, whether such instrument be All Inclusive Trust Deed, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid All Inclusive Trust Deed shall operate as a full and complete release of all the Beneficiaries' rights and interests hereunder, and that after said All Inclusive Trust Deed has been fully released, this instrument shall be void and of no further effect.

Dated at Klamath Falls, Oregon, this 2 day of October, 1997.


(Seal)

(Seal)

32718

STATE OF OREGON }
COUNTY OF KLAMATH } ss.

THIS CERTIFIES, that on this 2 day of October, 1997, before me, the undersigned, a Notary Public for said state, personally appeared the within named _____

Cathy King

to me known to be the identical person(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purpose therein expressed.

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



Marion Grantham
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/22/01

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 2 of MINOR LAND PARTITION 44-91 situated in the W 1/2 NE 1/4 Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and filed in the Klamath County Clerk's Office.

EXCEPTING THEREFROM that portion of the following described tract of land lying within the SW1/4 of the NE1/4:

A tract of land situated in the S1/2 of the NE1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the most Southwesterly corner of Parcel 2 of "Minor Land Partition 44-91," from which the 1/4 corner common to Section 12 and said Section 13 bears North 27 degrees 31' 04" West 1722.42 feet; thence along the boundary of said Parcel 2, North 35 degrees 00' 09" East 213.04 feet, North 89 degrees 42' 49" West 240.00 feet and North 42 degrees 54' 50" West 34.30 feet to a point on the North line of the easement as described in deed Volume 291, page 438 of the Klamath County Deed Records; thence South 89 degrees 42' 49" East, along said North line 670.27 feet to a point on the East line of the W1/2 of the NE1/4 of said Section 13; thence North 00 degrees 18' 23" East 4.51 feet to the NE 1/16 corner of said Section 13; thence South 89 degrees 56' 54" East, along the North line of the SE1/4 of the NE1/4 of said Section 13, 356.08 feet to a point on the Northerly line of that tract of land described in Deed Volume 308, page 618; thence South 72 degrees 58' 03" West, along said Northerly line, 516.80 feet; thence along the boundary of said Parcel 2, North 75 degrees 46' 50" West 128.10 feet and South 72 degrees 58' 03" West 279.15 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of Amerititle the 3rd day
of October A.D., 19 97 at 3:43 o'clock P. M., and duly recorded in Vol. M97
of Mortgages on Page 32716

FEE \$25.00

By Bernetha G. Letsch, County Clerk
Hedlin Ross