

THIS AGREEMENT, Entered into this 25 day of AUGUST, 19 98,
between DOMINIC E. HAYDEN AND MANDY L. HAYDEN, HUSBAND AND WIFE
hereinafter referred to as Owner and CLAUDE H. GUDGE
SOLE TRUSTEE, OR HIS SUCCESSORS IN TRUST/hereinafter referred to as Beneficiary or the
survivor thereof, /***

WITNESSETH:

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

***UNDER THE CLAUDE H. GUDGE LIVING TRUST, DATED DECEMBER 7, 1993, AND ANY
AMENDMENTS THERETO, AS TO AN UNDIVIDED 50% INTEREST AND LILLIAN A. BELLISHAW
AS TO AN UNDIVIDED 50% INTEREST.

PLEASE SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART OF THIS REFERENCE

in Klamath County, State of Oregon, and the Beneficiary is owner and holder of an All
Inclusive Trust Deed covering said premises, which said All Inclusive Trust Deed is in the
original principal sum of \$ 55,185.00 made by owner to Beneficiary under the
date of AUGUST 25, 1998; and

WHEREAS, Beneficiary, as a condition to making said loan and accepting said All
Inclusive Trust Deed required the execution of this assignment of the rentals of the All
Inclusive 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 All Inclusive
Trust Deed and the note secured thereby, and in further consideration of the sum of \$ 55,185.00
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 All
Inclusive 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 All
Inclusive 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 it 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 28th day of August, 1998.

Dominic E. Seal
(Seal)

Mandy L. Hayden
(Seal)

33079

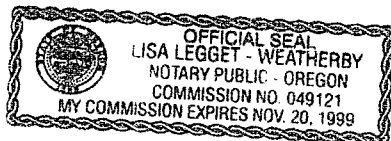
STATE OF OREGON }
COUNTY OF KLAMATH } ss.

THIS CERTIFIES, that on this 28th day of August, 19 98, before me, the undersigned, a Notary Public for said state, personally appeared the within named

Dominic E. Hayden + Mandy L. Hayden

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.



Lisa Legget Weatherby
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/20/99

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lot 2 in Block 65, NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Easterly corner of Lot 2, Block 65, NICHOLS ADDITION to the City of Klamath Falls, Oregon, running thence Northwesterly along the Northeasterly line of said Lot 2 a distance of 100 feet; thence Southwesterly parallel with Grant Street (formerly Franklin Street) 54 feet; thence Southeasterly parallel with the Northeasterly line of Lot 2 a distance of 100 feet to the Northerly line of Grant Street; thence Northeasterly along the Northerly line of Grant Street to the place of beginning, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 8th day
of Sept A.D., 19 98 at 3:47 o'clock P M., and duly recorded in Vol. M98
of Mortgages on Page 33077.

Bernetha G. Letsch, County Clerk

FEE \$25.00

By Paulene Mulenbore