

66062

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CONDITIONAL ASSIGNMENT OF RENTS

ATC 02048350

THIS AGREEMENT is made this 3rd day of September, 1998, 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): 1905 Main Street, Klamath Falls, OR 97601

and legally described as:

See Attached Exhibit "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 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 3rd day of September, 1998.

SEE ATTACHED SIGNATURE ADDENDUM MADE A PART HERETO

Borrower

Borrower

Borrower

Borrower

STATE OF OREGON )  
COUNTY OF KLAMATH )

THIS CERTIFIES, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public for said state, personally appeared the within named \_\_\_\_\_

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that \_\_\_\_\_ 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.

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

33378

SIGNATURE ADDENDUM

LOAN NUMBER: 0908114030

SEPTEMBER 3, 1998

KLAMATH MEDICAL BUILDING PARTNERSHIP

Glenn G. Gailis  
GLENN G GAILIS, INDIVIDUALLY

James F. Novak  
JAMES F NOVAK, INDIVIDUALLY

David Dasso  
DAVID DASSOFF, INDIVIDUALLY

Jerry L. Britsch  
JERRY L BRITSCH, INDIVIDUALLY

Thomas J. Ettes  
THOMAS J ETES, INDIVIDUALLY

John P. Kleeman  
JOHN P KLEEMAN, INDIVIDUALLY

Wendy A. Warren  
WENDY A WARREN, INDIVIDUALLY

Randal A. Machado  
RANDAL A MACHADO, INDIVIDUALLY

Glenn G. Gailis  
GLENN G GAILIS, PARTNER

James F. Novak  
JAMES F NOVAK, PARTNER

David Dasso  
DAVID DASSOFF, PARTNER

Jerry L. Britsch  
JERRY L BRITSCH, PARTNER

Thomas J. Ettes  
THOMAS J ETES, PARTNER

John P. Kleeman  
JOHN P KLEEMAN, PARTNER

Wendy A. Warren  
WENDY A WARREN, PARTNER

Randal A. Machado  
RANDAL A MACHADO, PARTNER

## EXHIBIT "A"

A tract of land situated in the unplatted portion of WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and further described as follows:

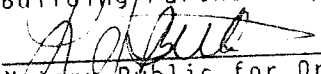
Beginning at a point which is South 89 degrees 18' East 332.2 feet along the North line of Main Street in said City from the Southeast corner of Lot 8, Block 5 of said Williams Addition to Klamath Falls, Oregon; thence North 0 degrees 42' East 305.20 feet, more or less, to a point in the Southerly line of the alley; thence Southeasterly along said Southerly line of the alley, which is the arc of a 3 degree 20' curve to the left, 161.6 feet, more or less, to a point situated on a line running North 0 degrees 42' East from a point 150.0 feet Easterly along said North line of Main Street from the point of beginning; thence South 0 degrees 42' West along said last mentioned line 254.5 feet, more or less, to the said North line of Main Street; thence North 89 degrees 18' West along said North line of Main Street 150.0 feet to the point of beginning.

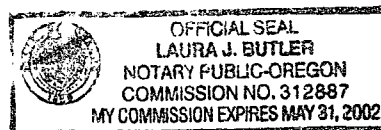
ALSO that portion of alley vacated by Ordinance #5008 in Deed Volume 301 at Page 204 which inures to above described parcel.

CODE 1 MAP 3809-28CD TL 13400

STATE OF OREGON, County of Klamath)ss.

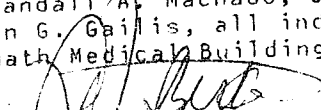
This instrument was acknowledged before me on September 4, 1998 by Wendy A. Warren, John J. Kleeman, and David Dassooff, all individually and as partners on behalf of Klamath Medical Building Partnership, an Oregon partnership.

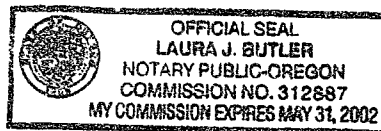
  
Notary Public for Oregon  
My Commission Expires: 5/31/2002



STATE OF OREGON, County of Klamath)ss.

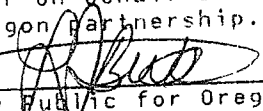
This instrument was acknowledged before me on September 8, 1998 by Randall A. Machado, James F. Novak, Thomas J. Etges, and Glenn G. Gailis, all individually and as partners on behalf of Klamath Medical Building Partnership, an Oregon partnership.

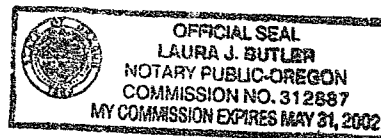
  
Notary Public for Oregon  
My Commission Expires: 5/31/2002



STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me this 9th day of September, 1998 by Jerri L. Britsch, individually and as partner on behalf of the Klamath Medical Building Partnership, an Oregon partnership.

  
Notary Public for Oregon  
My Commission Expires: 5/31/2002



STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Aspen Title & Escrow the 10th day  
of September A.D., 19 98 at 11:28 o'clock A M., and duly recorded in Vol. M98  
of Mortgages on Page 33376

Bernetha G. Letsch, County Clerk

By Laura J. Machado

FEE \$30.00