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K-52901

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 5, 1998, between Alice G. Kilham, an estate in fee simple, whose edurase is 12967 Highway 140 W; Klamath Fails, OR 97601 (referred to below as "Grantor"); and South Valley Bank & Trust, whose address is P O Box 5216, Klamath Falls, OR 97601 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, granto a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Klamath County, State of Oregon:

Lot 9 and the Westerly 45 feet of Lot 10, block 49 of Nichols Addition to the City of Klamath Falls. according to the official plat thereof on file in the office of the County Clerk of Kiamath County, Oregan, Excepting there from the South 7 feet thereof for alley conveyed to the City of Klamath Falls, in Deed Book 63 on page 67, Deed records of Klamath County, Oregon.

The Real Property or its address is commonly known as 1012 and 1026 Main St., Klamath Falls, OR 97601. The Real Property lax Identification number is 3809-32AA-5800/3809-32AA-6800.

DEPTRITIONS: The following words shall have the following meenings when used in this Assignment. Terms not otherwise defined in this Assignment stall have the meetings stributed to cuth its his in the Uniform Commercial Code is All references to dellar amounts shall mean amounts in leaster money of the United States of America. In come duty if surel are the reserved to grown a supplication of the production, our

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and accurity interest provisions relating to the Rents.

Borrower. The word "Borrower" means Alice Geary Kilham.

Event of Defects. The words "Event of Defects" mean and include without limitation any of the Events of Defects set forth below in the section titled "Evenis of Deiauti."

Orantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor was signs this Assignment, but does not sign the Note, it signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and the grantor's inter liable under the Note except as otherwise provided by contract or law.

Indicatedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to enforce obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Tota, the word "indebtedness" includes all obligations, debts and facilities, plus interest thereon, of Borrower to Lander, or any one or more of them, as well as all claims by Lander against Borrower, or any one or more of them, whether now additing or herester estaing, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, squidated or unsiquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lander. The word "Lander" means South Valley Bank & Trust, its successors and essigns.

Hole: The word "Note" means the premissory note or credit agreement detec October 5, 1598, in the original principal amount of \$159,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Decuments. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, ensistent ordal agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hisraetter existing, executed in connection with the Indebtedness.

Reads. The word Regist means all registers income, issues, profits and proceeds from the Property, whether due now or later, including without smillston all Registers all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDRESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND EXPROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WARVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Granter, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a clearable under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor, (d) Grantor has established adequate means of obtaining from Borrower on a continuing besis information about Borrower's financial condition; and (e) Lander has made no representation to Grantor about Borrower (including without limited ion the creatwort these of florrower).

BORRIGWER'S WALVESTS AND RESPONSIBILITIES. Lender need not led Borrower about any action or inaction. Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waves any detenses that may arise because of any selion or inection of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain isole under the Note with Lender no matter what action Lender takes or said take under this Assignment.

TOTAL DESIGNATION OF REAL PROPERTY OF THE PROPERTY OF T PAYSERS SELF PERFORMENT Clouds at observice provided in this Assignment or any Related Document, Granter shall pay to Lender all amounts occurred by the Assignment or any become does and shall princip perform all of Granter's obligations under this Assignment. Unless and until Lender shall under this Assignment, Granter as and until Lender sand quested by the collect has fight so provided below and so lend as those is no default under this Assignment, Granter may remain in possession and quested of any operate and manage the Proporty and epised the respective proceeding.

GEARTICA'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and

Ownership. Granics is emitted to receive the Plants iree and clear of all rights, loans, tiens, encumbrances, and claims except as disclosed to and

Right to Analgar. Grantor has the full right, power, and sutherity to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Austgraphent. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Fishbur Transfer. Granks will not sell, assign, encumper, or otherwise dispose of any of Grantor's rights in the Rents except as provided in

LENSIBLE RIGHT TO COLLECT BENTS. Lender shell have the right at any time, and even though no default shell have occurred under this Assignment, to callect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

states to Teachts. Londer may send notices to any and all tenents of the Property advising them of this Assignment and directing all Fishes to be paid directly to Lander or Lander's agent.

Enter the Property. Lander may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons label therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons

Maindela itsis Property. Lander may erner upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof end of all services of all employees, including their equipment, and of all continuing desis and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the

Compliance with Lasts. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other taws, orders, or

Lesses the Property. Lender may rent or lesses the whole or any part of the Property for such term or terms and on such conditions as Lender

Employ Agenta. Lender may angage such agent or agents as Lander may deem appropriate, either in Lender's name or in Grantor's name, to rent and marage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and sleed of Grantor and to have all of the powers of Grantor for the purposes stated above.

We frequirement to Act. Lender shall not be required to do any of the foregoing sols or things, and or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. and the fact that Londer shall have performed one

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lander, in its sole discretion, shall determine the application of any and all Rents and causes war pay such cose and expenses more the ments. Lander, in as sow discretion, shall determine the application of any and as Reints noceawed by it however, any such Bents received by Lander which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Reints shall become a part of the Indebtedness socured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indobledness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the N. 29, and the Residued Occuments, Leader shell execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of term. Some of term of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any termination feelings are shell by the shell be paid by Grantor; if permitted by applicable law.

EXPENDITIBLES BY LERDER. If Granter falls to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lander's interests in the Property, Leader on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any emount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance of the interesting term of the Note, or (c) be installed as a balloon payment which will be due and payable at the Note's maturity. This remedies to which Lander may be expected on account of the debut. Any such action by Lender, shall not be construed as curing the default so as to hard from any remarks that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Desaut on Indibbledness. Failure of Borrowen to make any payment when due on the Indebtedness.

Compileron Celiculi. Failure of Granter or Perrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Details in Favor of Third Fartles. Sticusc Borrower or any Grantor default linder any loan, extension of credit, security agreement, purchase or ships agreement, or any other agreement in favor of any other preditor or person (that may materially affect any of Borrower's properly or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related

Felso Statements. Any warranty, representation or sistement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Rolated Documents is laise of material respect, either now or at the time made or furnished.

Colective Colecteralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collegeral documents to create a valid and parfected ascurity interest or lien) at any time and too any reason.

Other Details. Feiture of Granter or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement

Death or insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the bonefit of craditors, any type of craditor workbut, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Personance, Certeibure, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or surjective matter to be any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the dalm which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surgey bond for the claim satisfactory to

Events Affective Gelementor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes from treatment, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a marrier satisfactory

Adverse Change. A melerial adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtadness is Impaired.

insecurity. Lander in good faith deems liself insecure.

Highl to Care. If such a failure is curable and if Granter or Borrower has not been given a notice of a breach of the same provision of this Appropriate within the preceding hypers (12) months, it may be cured (and no Event of Default will have occurred) if Granter or Borrower, after Laridar sands within inferent notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, impredictely initiates stops sufficient to cure the failure and thereafter continues and completes all reasonable and necessary stages and completes all reasonable and necessary

ASSIGNMENT OF RENTS

(Continued)

Page 3

RECEITS AND RELIEF ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remackes, in artifician to any other rights or remackes provided by law:

Accelerate Indebiedness. Lender that have the right at its option without notice to Sorrower to declare the entire Indebtedness immediately due and payable, incuding any prepayment panelty which Borrower would be required to pay.

Collect Pients. Lander shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unperd, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender that have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then this right, Lender shall have all the fights provided for in the Lender's right to Lesson because, above. If the rights are conscisuld by Lenker, fishing Grantor insvecably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph effect in person, by right, or through a receiver.

Appoint Receiver. Lander shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over suid above the cost of the mostvership, against the Indebtedness. The receiver may serve without bond if permitted by law, Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a parson from sarving as a receiver.

Other Remedias. Lender shall have all other rights and remediae provided in this Assignment or the Note or by law.

Walver; Election of Flemedica. A walver by any party of a breach of a provision of this Assignment shall not constitute a walver of or prejudice the party's rights otherwise to demand skict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the of its rights shall become a part of the indebtsoness payable on demand and shall bear interest from the date of experiments that replace at the rake provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, rake provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of (including efforts to modify or vacate any automatic stay or injunction), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by upp loable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PEOVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to Attendance and Acceptance, regards was any needed bookings, constitutes the effective unless given in writing and signed by the matters set fich in this Assignment. No attendance of camendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Oregon. This Assignment shall he governed by and construed in accordance with the laws of the State of Oregon.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amonded, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lander.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be desired to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding successors and assigns. Subject to the inflations stated in this Assignment on transfer or terantor's interest, this Assignment shall be benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than upon and intere to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Granter from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oragon as to all Indebtsdness secured by this Assignment.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Assignment shall not constitute a welver of or prejudice the party's right such right or any other right. A walver by any party of a provision or any other provision. No prior walver by Lender, nor any course of dealing believes to demand strict compliance with that provision or any other provision. No prior walver by Lender, nor any course of dealing believes Lender and Grandor or Borrower, shall constitute a water of any other provision. No prior waiver by Lender, nor any course or desing between Lender and Grandor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grandor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

CHANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS

X Alico G. Kilham			
	INDIVIDUAL A	CKNOWLEDGMENT	
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executed the Assignment of Pierra, an	ed Notary Public, personally app d soknowledged that he or she t	peared Alice G. Kithem, to me known to be the individual described in a signed the Assignment as his or her free and voluntary act and deed, for ti	nd wi no us
and purposes therein mentioned.	272	day of October 1998	

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