## (E) Notice of Changes

Borrower in writing.

The Note Holder wall deliver or mail to me a notice of any changes in any interest rate to a major of my interest rate to a major of any change. The notice well include afterwashing required by law to be given into and also the title and relevance number of a paraon who well appears any qualities and baye regarding the onice.

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL PATEREST IN FORROWERS. Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Burrowe; As used in this Section 13, "Bugest in the Property means any legal or beneficial interest in the Property, including the real families of the Broperty including the real families of section of the Broperty including the real section of the Broperty includes the real families of the Broperty of the Broperty includes the real families of the Broperty includes the Broperty includes the real families of the Broperty includes the real families of the Broperty includes the Bropert

If all or any part of the Property or any factors in the Property is sold or transferred (or it borrows, its not a maintal person and a beneficial retensiting Borrows, it sold of transferred) without Levider's prior written consent. Lender may require immediate payment as tall of all some secured by this Security Justrumant. Hence, as opnore shall not be exercised by Lender if all some consent to be coloured to be coloured. (Seaf) to the coloured or transferred to the coloured of the colou

causes to be submitted to Lender intendent required by Lender to evaluate the number to make the intended (Zeaf) transferged is if a new loan were being made to the mandrest and (b) Lender remember determines that Lender's security will not be impaired by the loan assumption out that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

To the extent permitted by Application Low Lander may charge a reasonable to "gunder and assumption agreement that is acceptable to London and ubit obligates the transfer and the promises and agreement made in the Note and in this Security Institution. Better of well confined to be obligated under the Note and its first assumption and agreement white

Boulomet in the notice is given in accordance with Section 15 within which Horrower must respect to sums secured by this Security Instrument, it therewer folk to eaverthees sums period. Lender may invoke on temetries permitted by this period. Lender may invoke on temetries permitted by the period.

Adjustable Rate Rider:

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

10-8551 (1907)

(Seal)

10-8570 (Seal)

10-8570 (Seal)

10-8570 (Seal)

10-8570 (Seal)

10-8570 (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

## COMMERCIAL PROPERTY RIDER

보이는 발표한 생활하게 하는 사람은 것을 보는 것이 되어 되는 것이 되는 것이다.
THIS COMMERCIAL PROPERTY RIDER is made this 15TH day of NOVEMBER
1999 and is incorporated into and all the same this 15TH day of NOVEMBER,
1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed
of I rust or Security Deed (the "Security Instrument") of the same date
of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the
"Borrower") to secure Borrower's Note to Klamath First Federal Savings and Loan Association (the "Lender") of same date and covering the Property described in the Security Instrument and located at:
"Find the second of the control of t
"Lender") of same date and covering the Property described in the Security Instrument
The second with the second sec
except with Lender's 218 WAIN. STARGER for modely or angels any of the Loss Collection
사람이 지난 현대를 들었다. 그들은 2015년, 그는 사람이 사고 사람이 가득하는 그들은 그들은 그들은 사람이 함께 가는 이번 전에 취해 화면 이 회사를 하면 하는 사람들은 전에 되고 있다.

meduct quespous suklamath Falls from our 97601 us opuniques successor er est force and

Leases of Reals, (a) except with Leader's other willen consent, not signed release. COMMERCIAL PROPERTY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Commercial Property, Borrower covenants and warrants that the Property and Improvements are used by Borrower exclusively for business and commercial purposes. Borrower also covenants and warrants that the Property and Improvements are not now, and at no time in the future will be, occupied as the principal residence of Borrower, Borrower's spouse, or Borrower's minor or dependent child. Any conflicting representation regarding use or occupancy in the Deed of Trust, particularly at Paragraph 6, are superceded by this covenant and warranty.

Compliance with Laws. Borrower further represents, warrants, and covenants that:

- (1) The Property, if developed, has been developed, and all Improvements, if any, have been constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments (collectively "Laws "), and all covenants, conditions, easements, and restrictions affecting the Property (collectively "Covenants"); and
- (2) Borrower and its operations upon the Property currently comply, and will hereafter comply in all material respects with all applicable Laws and Covenants.
- 3. Limitations of Use. Borrower shall not initiate, join in, or consent to any rezoning of the Property or any change in any Covenant or other public or private restrictions limiting or defining the uses that may be made of all or any part of the Property and the Improvements without the prior written consent of Lender.
- 4. Assignment of Leases, Rents, Issues, and Profits 4.01 Assignment. Borrower assigns and transfers to Lender (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising, and relating to the occupancy or use of all or any portion of the Property, including all modifications, extensions, and renewals thereof (the "Leases"), and (2) all rents, revenues, issues, profits, income, proceeds, and benefits derived from the Property and the lease, rental, or license of all or any portion thereof, including but not limited to lease and security deposits (collectively, the "Rents"). This assignment is intended by Borrower and Lender to create a present and unconditional assignment to Lender, subject only to the license set forth in Section 4.04 below. part, on teens acceptable to Lender, (3). Collect and entiries partitiest of fitting and all periodesia.

the time for payment of any amounts or mit mide, may in the Leases and 2114 Same in Association in Oregon Commercial Property Riders Lieberg (7) Discount settle commonnes to 2 Page 1 of 4e foreclosed of commenced foreclosure broceedings sames in Initials: assigned to Lender and that all Reads are to be paid threely to Lender whether or not Lord it and tenants, veniers, beensors, and other obligors under any of the Lesses that the same have been Harmon Incomes, Legider shall have the right, power, and authority to: (1). Notice are said all Rights of Lender, Subject to the provisions of Section 4.04 below giving Borrows: a revocable

- Rights of Lender. Subject to the provisions of Section 4.04 below giving Borrower a revocable, 4.02 limited license, Lender shall have the right, power, and authority to: (1) Notify any and all tenants, renters, licensees, and other obligors under any of the Leases that the same have been assigned to Lender and that all Rents are to be paid directly to Lender, whether or not Lender shall have foreclosed or commenced foreclosure proceedings against the Property; and whether or not Quarant Lender has taken possession of the Property; (2) Discount, settle, compromise, release, or extend the time for payment of, any amounts owing under any of the Leases and any Rents, in whole or in part, on terms acceptable to Lender; (3) Collect and enforce payment of Rents and all provisions of the Leases, and to prosecute any action or proceeding, in the name of Borrower or Lender, with respect to any and all Leases and Rents; and (4) Exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents.
- penalits defreed from the Property ord to base routh or license of all prepay for the last 4.03 Application of Receipts. Lender shall have the right, power, and authority to use and apply any Rents received under this Security Instrument (1) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Lender, and in collecting any Rents; and (2) for the operation and maintenance of the Property and the payment of all costs and expenses in connection therewith, including but not limited to the payment of utilities, taxes, assessments, governmental charges, and insurance. After mage of othe payment of all such costs and expenses, and after Lender shall have set up such reserves as it small deem necessary in its sole discretion for the proper management of the Property, Lender shall apply all remaining Rents collected and received by it to the reduction of the Obligations in such order as Lender shall determine. The exercise or failure by Lender to exercise any of the rights or powers granted in this assignment shall not constitute a waiver of default by Borrower under this merchai (5) BMortgage, the Note, or any of the other Loan Documents
- 4.04 License. Lender hereby grants to Borrower a revocable license to collect and receive the Rents. Such license may be revoked by Lender, without notice to Borrower, upon the occurrence of any event of default under this Security Instrument, including any default by Borrower of its covenants Commercial Property Rider, Unless and until such license is revoked, Borrower agrees to apply the proceeds of Rents to the payment of the Obligations and to the payment of taxes, assessments, governmental charges, insurance premiums, and other obligations in connection with the Property, and to the maintenance of the Property, before using such proceeds for any other purpose. Borrower agrees to (1) observe and perform every obligation of Borrower under the Leases; (2) enforce or secure at its expense the performance of every obligation to be performed by any lessee or other party under the Leases; (3) promptly give notice to Lender of any default by any such lessee or other party under any of the Leases, and promptly provide Lender a copy of any notice of default given to any such lessee or other party; (4) not collect any Rents more than 30 days in advance of the time when the same shall become due, or anticipate any other payments under the Leases, except for bona fide security deposits not in excess of an amount equal to two months' rent; (5) not further assign or hypothecate any of the Leases or Rents; (6) except with Lender's prior written consent, not waive, release, or in any other manner discharge any lessee or other party from any of its obligations under any of the Leases; (7) except with Lender's prior written consent, not modify or amend any of the Leases; (8) except with Lender's prior written consent, not cancel, terminate, or accept surrender of any of the Leases Borrower shall have entered into a Borrower shall have entered into a Borrower shall have entered into a Commercial Property Rider and be decided to chief the property Rider of the same date gradual and have not a property of the same date gradual and have not a property of the same date gradual and have not a property of the same date gradual and have not a property of the same date gradual and have not a property of the same date gradual and have not a property of the same date gradual and the property of the same date gradual

Base 5 bt 4 COMMERCIAL PROPERTY RIDER is node this Initials: Lease for the space to be vacated on terms at least as favorable to Borrower, commencing within 30 days after such cancellation, termination, or surrender; (9) obtain Lender's prior written approval as to the form and content of all future leases and any modifications of any present or future leases; (10) deliver copies of all present and future leases to Lender promptly; and (11) appear in and defend, at Borrower's sole cost and expense, any action or proceeding arising out of or in connection with the Leases or the Rents.

- 4.05 Limitation of Lender's Obligations. Notwithstanding the assignment provided for in this Section 4, Lender shall not be obligated to perform or discharge, and Lender does not undertake to perform or discharge, any obligation or liability with respect to the Leases or the Rents. This assignment shall not operate to place responsibility for the control, care, maintenance, or repair of the Property upon Lender, or to make Lender responsible for any condition of the Property. Lender shall be accountable to Borrower only for the sums actually collected and received by Lender pursuant to this assignment. Borrower shall hold Lender fully harmless from, indemnify Lender for, and defend Lender against any and all claims, demands, liabilities, losses, damages, and expenses, including attorney fees, arising out of any of the Leases, with respect to any of the Rents, or in connection with any claim that may be asserted against Lender on account of this assignment or any obligation or undertaking alleged to arise therefrom.
- 4.06 Termination. The assignment provided for in this Section 4 shall continue in full force and effect until all the Obligations have been fully paid and satisfied. At such time, this assignment and the authority and powers herein granted by Borrower to Lender shall cease and terminate.
- 4.07 Attorney-in-Fact. Borrower irrevocably constitutes and appoints Lender, and each of its officers, as its true and lawfully attorney-in-fact, with power of substitution, to undertake and execute any and all of the rights, powers, and authorities described in this Section 4 with the same force and effect as if undertaken or performed by Borrower, and Borrower ratifies and confirms any and all such actions that may be taken or omitted to be taken by Lender, its employees, agents, and attorneys.
- Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- Financial Information, Books & Records, Inspection. Borrower shall furnish to Lender within 90 days after the end of each of Borrower's fiscal years a complete copy of Borrower's financial statements for such year, audited or reviewed by a certified public accountant (including balance sheet, income statement, and statement of changes in financial position). Borrower shall also furnish copies of annual tax returns within 30 days after filing. Borrower shall promptly furnish to Lender any and all such other financial information as Lender shall reasonably request from time to time. Borrower shall keep complete and accurate records and books of account with respect to the Property and its operation in accordance with generally accepted accounting principles consistently applied. Borrower shall permit Lender and its authorized representatives to enter and inspect the Property, and to examine and make copies or extracts of the records and books of account of the Borrower with respect to the Property, all at such reasonable times as Lender may choose.

Oregon Commercial Property Rider
Page 3 of 4002 APROLL SE AOLLOS BESSONAL SEADER CEMPERATORIA SEADER
CONCERNING FOUND AND CONCERNING FOUND AND CONTRACTORIAN CONCERNING FOUND AND CONTRACTORIAN CONTRA

Oregon Commercial Property Rider

The control of the sacard on tenths of the control of Sourowell control of the Souro

The control of the sacard on the control of the control of the control of the sacard of Souro

The control of the sacard on the control of the control of the control of the sacard of Souro

The control of the sacard on the control of the control of the sacard on the sacard of the sacard

4.05 Comission of Lender's Obligations. Networkstanding the assignment provided in the time Secretary of Lender shall not be obligated to perform to discharge, and Lender glass or a material of pyriority or discharge, any obligation or lighnity with a fact to the Legacs of the lender of the lender and not operate to place responsibility for the control, can produce a report the Projectly ment Lender, or to make Lender responsible for any condition of the property Lender shall be accompatite to Borrower only for the come actually condition of the property Lender shall be accompatible to Borrower only for the came actually parameter from a common Lender for any defend Lender spanish any and all channes seemed the principle strong actually lender for any problem. The control of any of any of any of the property of the lender spanish that the latest any and of any of the latest seemed to be accompanied.

anthority and powers became an even of the content of the content

AME Attorney-in-fact Borrower irrevocably constitutes and associate tender and each or a constitute as its trap and tayfully attorice, in-fact, with power of substitution, to tarderiake and the earth any and all of the rights, powers, and authorness described in this Specien 4 with the reasonable of effecting if and entire as performed by Borrower, and Morrower rathing and continue and fall as such actions that may be taken or connect to be taken by Leptine as femiliated as an analysis attorneys.

Cross-Default Provision. Borrower's default or breach midge captures or agreement in Models of the land of the <u>invidences shall be a breach inder the Security Instrument and Lender movint was an arrangues permitted by the Security Instrument.</u>

Commercial Property Rider.

Commercial Property Rider, to be executed to constitute the probative and provisions contained in this commercial Property Rider.

Commercial Property Rider, to be constituted to constitute the probative and to contained in this recordance with detectably accepted account with assect to the probative and to complete and account account and accepted account with assect to the probative and to the configuration as Prender shall account with assect to the probative and all the configurations and statement as Prender shall account with assect to the probative and all the configurations and statement as prender shall account the probative and all the configurations and statement at configuration. Both we configuration and configuration accounts and statement at the probative account the probative and account the probative and account the probative and account the probative and the probative accounts and statement as a complete configuration and account the probative and probative accounts and account the probative and the probative and account the probative and the proba

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER? S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.