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mtc 51797-KR  
ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that ALFRED GREEN AND CAROLYN GREEN, husband and wife, Borrower, in order to secure indebtedness in the amount of: Forty Five Thousand and 00/100 Dollars, (\$45,000.00), executed a trust deed of even date herewith, for the benefit of LENDERS, on the following described real estate:

See Exhibit "A" attached hereto and by this reference incorporated herein.

and,

WHEREAS, Lenders are the holders of said trust deed and the note secured thereby, and

WHEREAS, Borrower desires to further secure Lenders, and Lenders have required as additional and further security for the payment of indebtedness and the performance of all of the terms and conditions expressed in the note and trust deed and the Loan Agreement relating to the note and trust deed, an assignment of rents, profits and income of the real estate described in Exhibit "A".

NOW, THEREFORE, in order to further secure said indebtedness and the performance of all of the terms and conditions expressed in the Loan Agreement, note and deed of trust, Borrower does hereby assign, transfer and set over unto Lenders, their successors and assigns, all rents now due, or which may hereafter become due by virtue of any lease, either oral or written, or letting of, or any agreement for the use or occupancy of any part of the premises of the real estate described in Exhibit "A", which may have been heretofore or hereafter made, or agreed to, or which may be made or agreed to by Lenders under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereof, unto Lenders, and especially those certain leases and agreements now existing upon the real estate herein above described.

Lenders shall, from and after the date of execution of this agreement, have the right to demand, collect, receive and

receipt for such rents, income and profits and avails realized as a result of all such leases and agreements for the use and occupancy of the real estate described in Exhibit "A", without having a receiver appointed therefor. Borrower hereby irrevocably appoints Lenders as the agent of the Borrower for the management of the real estate and hereby authorizes Lenders to let and relet the premises, or any part thereof, according to their own discretion, and to bring or defend any suit in connection with said premises, in their name or in the name of the Borrower, as they may deem proper or advisable, and to do anything in or about said premises that Borrower might do, hereby ratifying and confirming everything that Lenders may do with respect hereto. Lenders, at their election, may exercise any or all of the powers herein granted to them by Borrower without having a receiver appointed therefor. Borrower warrants that prior to the election by Lenders to exercise direct management control over the real estate described in Exhibit "A", Borrower shall use its best efforts to operate and manage the real estate in a profitable manner. This assignment in no way relieves Borrower from making payments pursuant to the promissory note referred to above.

It is understood and agreed that Lenders shall have the power to use and apply said avails, rents and profits toward the payment of any present or future indebtedness or liability of Borrower, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be reasonably necessary. It is further understood and agreed that in the event of the exercise of this assignment, Borrower will pay rent for the premises occupied by Borrower at the prevailing rate per month for premises so occupied and a failure on the part of the Borrower to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer, and Lenders may, in their own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises.

It is understood and agreed that Lenders will not exercise their rights under this assignment until after default in any payment owing pursuant to the promissory note and deed of trust described above or after a breach of any of the covenants of said Loan Agreement, promissory note and deed of trust.

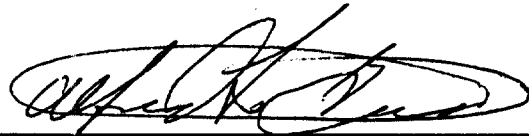
This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Borrower to Lenders shall have been fully paid, at which time this assignment shall terminate.

The failure of Lenders to exercise any right which it may exercise hereunder shall not be deemed a waiver by Lenders of their right to exercise thereafter.

The rights and liabilities of the parties pursuant to this agreement shall be determined in accordance with the laws of the State of Oregon.

In case of suit, action or proceeding to enforce any rights or conditions of this agreement, or appeal from said suit, action or proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party therein a reasonable attorney's fee in such amount as set by the court hearing such suit, action, proceeding or appeal.

IN WITNESS WHEREOF, this Assignment of Rents is executed and delivered this 12 day of December, 2000.



"Borrower"

Carolyn A. Green

"Borrower"

**SOUTH VALLEY BANK & TRUST, CUSTODIAN**

By: Janice Story JANICE STORY  
TRUST ASST.

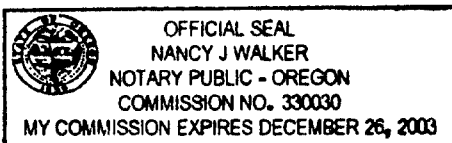
"Lender"

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF JACKSON            )

12-13, 2000

Personally appeared the above named <sup>Lender</sup>~~Borrower~~, husband and wife and acknowledged the foregoing instrument to be their voluntary act.

Before me:



Notary Public for Oregon

My Commission Expires: 12-26-2003

STATE OF OREGON )

COUNTY OF JACKSON )

) ss.

12/15/, 2000

Personally appeared the above named LENDER and  
acknowledged the foregoing instrument to be their voluntary act.

Before me:



Notary Public for Oregon

My Commission Expires: 3-15-04

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Lot 9 in Block 3 of CHILOQUIN DRIVE ADDITION to the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**PARCEL 2:**

Lot 10 in Block 3 of CHILOQUIN DRIVE ADDITION to the City of Chiloquin according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**PARCEL 3:**

The N1/2 NE1/4 NW1/4 NW1/4 Section 27, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 4:**

A parcel of land located in the SW1/4 NE1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at a brass cap monument marking the Southeast corner of the SW1/4 NE1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian; thence North 00 degrees 47' 32" East 350.00 feet along the Easterly line of said SW1/4 NE1/4; thence, South 89 degrees 04' 10" West 97.47 feet to the True Point of Beginning for this parcel, said point being on the Westerly right-of-way line of Chiloquin Ridge Road; thence, along said right-of-way line, South 00 degrees 02' 14" East 0.58 feet; thence, 300.12 feet along the arc of a 1382.39 foot radius curve to the right, the long chord of which bears South 06 degrees 10' 58" West 299.53 feet; thence, leaving said right-of-way, North 88 degrees, 07' 42" West 272.55 feet; thence, North 00 degrees 42' 21" West 284.48 feet; thence, North 89 degrees 04' 10" East 308.21 feet to the True Point of Beginning; being subject to a 15.00 foot-wide road easement along the Southerly 15.00 feet of the above-described parcel.

Also described as Parcel No. 2 of Minor Partition No. 25-89 being situate in the SW1/4 NE1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, filed in the office of the Klamath County Surveyor on October 13, 1989.

State of Oregon, County of Klamath  
Recorded 12/18/00, at 11:26 a.m.  
In Vol. M00 Page 45280  
**Linda Smith,**  
County Clerk Fee\$ 41<sup>00</sup>