

Recording Requested By:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

M05-64158

Klamath County, Oregon
09/13/2005 03:37:29 PM
Pages 3 Fee: \$31.00

When Recorded Return To:

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ATE 68194

COVER SHEET

DOCUMENT: Conditional Assignment of Rents

GRANTOR: Ken Pedersen and Keith Mc Clung

TRUSTEE: Aspen Title & Escrow, Inc

GRANTEE: Alston L. Bruner and Maulya Bruner

CONSIDERATION: \$ —

DATE: August 11, 2005 September 8th 2005

LEGAL DESCRIPTION: See Attached

CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT is made this **8TH** day of **SEPTEMBER, 2005**, and is incorporated into and shall supplement the Mortgage or Trust Deed (Security Instrument) of the same date given by the undersigned, **KEN PEDERSEN AND KEITH MCCLUNG**, to secure Borrower's Note to **ALSTON L. BRUNER AND MARILYN BRUNER**, of the same date and covering the property described as follows:

A tract of land in the SW 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 720 feet East of an iron pin driven into the ground at the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 240 feet; thence East 132 feet; thence South 240 feet; thence West 132 feet to the place of beginning.

SAVING AND EXCEPTING any portion located within South Sixth Street.

CODE 043 MAP 3909-001BC TL 01600 KEY #507339

WHEN THE TRUST DEED REFERENCED HEREIN IS RECONVEYED, THE DEED OF RECONVEYANCE SHALL BE DEEMED THE RELEASE OF THIS CONDITIONAL ASSIGNMENT OF RENTS AND SHALL ELIMINATE THIS DOCUMENT AS WELL.

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 the 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 to 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 the 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 securing 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 interest, and that after reconveyance, this instrument shall be considered cancelled and of no further force or affect.

Dated this ¹² day of September, 2005

Keith McClung

Ken Pedersen

State of Oregon, County of Klamath)ss.

Sept 12, 2005

Keith McClung + Ken Pedersen

On , , personally appeared before me and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

W. C. Silvers

Notary Public for Oregon

My Commission Expires: 3/10/09

CONDITIONAL ASSIGNMENT OF RENTS

Assignor

VS

KEN PEDERSEN

Assignee

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.

525 Main Street

Klamath Falls, OR 97601