

1st 647271

**CONDITIONAL ASSIGNMENTS OF RENTALS**

**THIS AGREEMENT**, Entered into this 15th day of September, 20 05,  
between Manuel O. Rocha and Linda M. Rocha

hereinafter referred to as Owner and Henry J. Caldwell Jr.  
and Deborah L. Caldwell, Trustees of\* hereinafter referred to as Beneficiary or the  
survivor thereof,  
\*the Caldwell Family Trust u/d/a 1-5-96 and their successor in trust

**WITNESSETH:**

**WHEREAS, Owner is the present owner in fee simple of property described as:**

See Attached Exhibit A Incorporated by Reference Herein

in Klamath County, State of Oregon, and the Beneficiary is owner and holder of a Trust Deed covering said premises, which said Trust Deed is in the original principal sum of \$ 175,000.00 made by owner to Beneficiary under the date of September 15th, 2005; and

**WHEREAS, Beneficiary, as a condition to making said loan and accepting said Trust Deed required the execution of this assignment of the rentals of the Trust Deed premises by owner.**

**NOW, THEREFORE,** in order further to secure the payment of the indebtedness of the owner to Beneficiary and in consideration of the accepting of the afore said Trust Deed and the note secured thereby, the said owner does hereby sell, assign, transfer and set over unto Beneficiary all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by the owner (grantor) under the terms of the aforesaid Trust Deed and the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid Trust Deed and the note secured thereby.

1. In furtherance of the foregoing assignment, the owner hereby authorized the Beneficiary, its employees or agents, at its option, after the occurrence of a default as aforesaid to enter upon the mortgaged premises and to collect, in the name of the owner, or in their own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the owners further agree they will facilitate in all reasonable ways the Beneficiary's collection of said rents and will upon request by Beneficiary execute a written notice to the tenant directing the tenant to pay rent to the said Beneficiary.

2. The owner also hereby authorizes the Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the said mortgaged premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be needful in connection therewith, in the manner and to the same extent as the owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to make concessions to tenants, the owner hereby releasing all claims against Beneficiary arising out of such management, operation and maintenance excepting the liability of the Beneficiary to account as hereinafter set forth.

3. The Beneficiary shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the owners under the terms of the Trust Deed and the note secured thereby the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Beneficiary. The Beneficiary shall not be accountable for more moneys than it actually received from the mortgaged premises; nor shall it be liable for failure to collect rents. The Beneficiary shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that the owner shall reinstate the Trust Deed loan completely in good standing, having complied with all the terms, covenants and conditions of the said Trust Deed and the note secured thereby, then the Beneficiary within one month after demand in writing shall re-deliver possession of the mortgaged premises to owner, who shall remain in possession unless and until another default occurs, at which time the Beneficiary may, at its option, again take possession of the mortgaged premises under authority of this instrument.

5. The owner hereby covenants and warrants to the Beneficiary that neither it, nor any previous owner, have executed any prior assignment or pledge of the rentals of the mortgage premises, nor any prior assignment or pledge of its landlords' interest in any lease of the whole or any part of the mortgage premises. The owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Beneficiary of this assignment.

6. It is not the intention of the parties hereto that an entry by the Beneficiary upon the mortgaged premises under the terms of the instrument shall constitute the said Beneficiary a "Beneficiary in possession" in contemplation of law, except at the option of the Beneficiary.

7. This assignment shall remain in full force and effect as long as the Trust Deed debt to the Beneficiary remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon the owner, its successors or assigns, and upon the Beneficiary and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by the Beneficiary against the mortgaged premises; and the word "Trust Deed" shall be construed to mean, the instrument securing the said indebtedness owned and held by the Beneficiary, whether such instrument be Trust Deed, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid Trust Deed shall operate as a full and complete release of all the Beneficiaries rights and interests hereunder, and that after said Trust Deed has been fully released, this instrument shall be void and of no further effect.

Dated at Klamath Falls, Oregon, this 15th day of September, 20 05.

Manuel O. Rocha  
(Seal) Manuel O. Rocha  
Linda M. Rocha  
(Seal) Linda M. Rocha

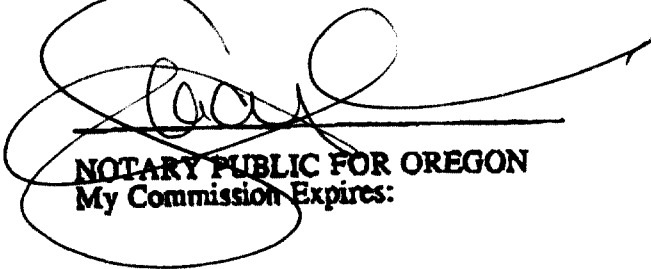
STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

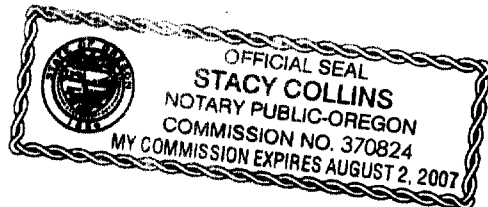
THIS CERTIFIES, that on this 15th day of September, 20 05, before me,  
the undersigned, a Notary Public for said state, personally appeared the within named

Maunel O. Rocha and Linda M. Rocha

to me known to be the identical person(s) described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily for the purpose therein  
expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and  
year last above written.

  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:



**Exhibit "A"**

Real property in the County of Klamath, State of Oregon, described as follows:

Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: SW 1/4, S 1/2 NW 1/4

Section 30: SW 1/4 SE 1/4, SAVING AND EXCEPTING the following described Parcel: Beginning at a point from which the quarter corner common to Sections 30 and 31, T. 38 S., R. 11 E. W. M., Klamath County, Oregon, bears S. 41°16'10" W. 863.75 feet distant; thence N. 00°08'45" W., 132.00 feet to a point; thence S. 89°37'05" E. 406.85 feet to a point in an existing fence; thence S. 11°56'00" E. along said fence, 131.00 feet to a point; thence S. 89°51'15" W., 433.6 feet to the point of beginning.

ALSO the following described parcel situate in the NW 1/4 SE 1/4, of Section 30, T. 38 S., R. 11 E. W. M., Klamath County, Oregon, lying South of the following described line: Beginning at a point on the centerline of Haskins Road, being accepted as the West line of said NW 1/4 SE 1/4, said point being N. 00°39'36" E. 2184.0 feet from the South quarter corner of said Section 30, said quarter corner being marked by a P K nail 29.00 feet West of a 1 inch iron pipe as per Survey No. 1713 and Major Land Partition 3-88; thence East 1320 feet, more or less, to a point on the East line of said NW 1/4 SE 1/4 with bearings based on said Survey No. 1713.

EXCLUDING the portion of said NW 1/4 SE 1/4 conveyed to LaVerne Haskins and Norma J. Haskins, by Deed recorded July 2, 1985 in Volume M85 page 10216, Deed records of Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM: Beginning at a point on the centerline of Haskins Road, being accepted as the West line of said NW 1/4 SE 1/4, said point being N. 00°39'36" E. 2184.00 feet from the South quarter corner of said Section 30, said quarter corner being marked by a P K Nail 29.00 feet West of a 1 inch iron pipe as per Survey No. 1713 and Major Land Partition No. 3-88; thence S. 00°39'36" W., along said centerline, 369.86 feet; thence leaving said road and following along an existing fence line the following courses: N. 89°57'38" E. 91.42 feet, S. 04°13'50" E. 18.82 feet, S. 83°27'47" E. 297.52 feet, S. 15°49'55" W. 153.88 feet, S. 38°26'50" E. 90.95 feet, N. 76°48'51" E. 44.76 feet, N. 16°17'06" W. 93.98 feet and N. 84°45'20" E. 88.88 feet to a fence corner; thence leaving said fence S. 03°33'42" E. 190.05 feet to a fence corner; thence following said fence line N. 72°37'27" E. 151.52 feet and S. 23°31'01" E. 109.85 feet; thence leaving said fence and continuing S. 23°31'01" E. to a point on the South line of said NW 1/4 SE 1/4; thence Easterly to the Southeast corner of said NW 1/4 SE 1/4; thence Northerly, along the East line of said NW 1/4 SE 1/4, to a point that bears East of the point of beginning; thence West to the point of beginning, with bearings based on said Survey No. 1713.

Section 31: N 1/2 NE 1/4, SAVING AND EXCEPTING THEREFROM: A tract of land situated in the NW 1/4 NE 1/4 of Section 31, Township 38 South, Range 11 E. W. M., more particularly described as follows:

Beginning at a P K Nail on the centerline of Haskins Road from which the North quarter corner of Section 31 bears N. 00°47'49" E. 176.36 feet; thence S. 89°12'11" E. 30.00 feet to a iron pin; thence continuing S. 89°12'11" E. 364.40 feet to a iron pin; thence S. 13°19'24" W. 338.19 feet to a iron pin; thence S. 45°30'16" W. 149.03 feet to a iron pin; thence N. 89°21'11" W. 186.20 feet to a iron pin; thence continuing N. 89°12'11" W. 30.00 feet to a P K Nail on the centerline of Haskins Road; thence N. 00°47'49" E. 436.06 feet to the point of beginning, including the area within Haskins Road, with bearings based on recorded Survey No. 1713 (all iron pins mentioned are a 5/8 inch rebar with a Tru-Line Surveying Plastic Cap.)

Section 32: N 1/2 NW 1/4, W 1/2 NE 1/4, SE 1/4 NW 1/4

Tax Parcel Number: 456072 and 585860 and 28053 and 609318 and 27928 and 456018 and 456090 and 456198

*First American Title*