

2009-014951

Klamath County, Oregon



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11/20/2009 03:16:52 PM

Fee: \$47.00

ATE 67208

**CONDITIONAL ASSIGNMENT OF RENTS**

THIS AGREEMENT is made this **10** day of **November, 2009**, and is incorporated into and shall supplement the Mortgage or Trust Deed (Security Instrument) of the same date given by the undersigned, **MICHAEL HESTER AND SUZETTE M. HESTER**, husband and wife to secure Borrower's Note to **PHILLIP BISHOP AND LORETTA BISHOP**, husband and wife of the same date and covering the property legally described as follows:

**Lot 6, Block 47, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO.2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

**CODE 036 MAP 3811-015BO TL 04000 KEY #468979**

**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 18<sup>th</sup> day of November, 2009

  
 MICHAEL HESTER

  
 SUZETTE M. HESTER

State of California, County of Los Angeles )ss.

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

Notary Public for \_\_\_\_\_ *Please See*  
 My Commission Expires: - *Notary attachment*

CONDITIONAL ASSIGNMENT OF RENTS

**[PHILLIP BISHOP]**  
**[2600 Stearns Way #10C]**  
**[Medford, OR 97501]**  
*Assignor*

vs

**[MICHAEL HESTER]**  
**[40101 92nd St.]**  
**[West Leona Valley, CA 93551]**  
*Assignee*

AFTER RECORDING RETURN TO

**Aspen Title & Escrow, Inc.**  
**1307 South Alameda, Suite C**  
**Klamath Falls, OR 97603**

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} SS.

On November 18<sup>th</sup> 2009, before me, Natalie Lawrence

DATE

personally appeared Suzette M. Hester and Michael Hester, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**



WITNESS my hand and official seal.

Natalie Lawrence

NOTARY'S SIGNATURE

Notary Public

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER \_\_\_\_\_ TITLE(S)  
☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Conditional assignment of Rents

TITLE OR TYPE OF DOCUMENT

-2-  
NUMBER OF PAGES

11/10/2009  
DATE OF DOCUMENT

### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER

