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**ASSIGNMENT OF LESSOR'S INTEREST IN LEASE**

THIS ASSIGNMENT, made this 11th day of September, 1984, by Northwest Auto Parts Co., an Oregon Corporation, and Cochran Investments, an Oregon general partnership, residing at or having an office at 2000 12th Street, Hood River, Oregon 97031 (herein called "Assignor"), to Rainier National Bank, a national banking association, ~~XXXXXX~~ duly organized and existing under the laws of the State of Washington, having its principal office at 1100 2nd Avenue, PO Box 990, Seattle, Washington 98111 (herein called "Assignee"),

**WITNESSETH:**

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of the right, title and interest of Assignor in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule A hereof, covering premises in Hood River, Hood River

County, State of Oregon\* TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

**FOR THE PURPOSE OF SECURING:**

\*Odell, Hood River County, Oregon  
Stevenson, Skamania County, Washington  
Bingen, Klickitat County, Washington

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to the Assignee

dated September 11, 1984, and recorded or to be recorded at or prior to the recording of this Assignment, or any other mortgage or deed of trust hereafter covering the whole or any part of the leased premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any such mortgage or deed of trust or any note or bond secured thereby.

**A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:**

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by Lessor to be performed; to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce, short of termination of the lease, or secure the performance of each and every obligation, covenant, condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter the terms of the lease; not to terminate the term of the Lease and not to accept a surrender thereof unless required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder or from the obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at ~~XXXXXX~~ the interest rate per annum stated in the Note secured by the above described Deed of Trust, and the same shall be added to the said indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever of the Lease either orally or in writing except as set forth in Schedule A, and that the Lease is in full force and effect.



B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, the Assignee may exercise all rights and remedies contained in said mortgage or deed of trust and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify, and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said mortgage or deed of trust or invalidate any act done pursuant to such notice.

3. The whole of the indebtedness shall become due upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the mortgage or deed of trust or of the mortgage, deed of trust or any other instrument which may be held by the Assignee as security for the indebtedness, or at option of the Assignee after any attempt by the Assignor to terminate any lease, accept surrender thereof or to waive or release any lessee from the observance, performance of any obligation or to anticipate rents thereunder more than 30 days prior to accrual.

3. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at ~~two and one-half percent per annum~~ shall be secured hereby and by the said mortgage or deed of trust, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

\*the interest rate per annum stated in the Note secured by the above-described Deed of Trust.

C. IT IS FURTHER MUTUALLY AGREED THAT:

1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental, all the premises described in the mortgage or deed of trust and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said mortgage or deed of trust, unless there shall have been recorded another mortgage or deed of trust in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect.

3. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the neuter gender includes the masculine or feminine; and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.

TO THE ASSIGNEE, Attention Income Loan Closing Dept., at Rainier Financial

Services Company, 1110 2nd Avenue, P.O. Box 990, Seattle, WA 98111

Such addresses may be changed from time to time by either party by serving notice as above provided.

ADDRESS OF ASSIGNOR

NORTHWEST AUTO PARTS CO.

2000 12th Street  
Hood River, Oregon 97031

By:

Its:

COCHRAN INVESTMENTS, an Oregon general partnership

By:

Ray L. Cochran, general partner

By:

John W. Cochran, general partner

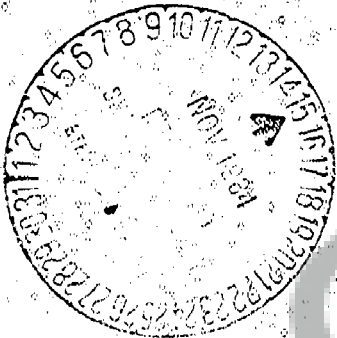
ACKNOWLEDGMENT

STATE OF Oregon }  
COUNTY OF Hood River } SS.:

On this 24th day of October, 1984, personally appeared Ray L. Cochran and John W. Cochran, to me known to be General Partners in COCHRAN INVESTMENTS, an Oregon Partnership, the Partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Partnership for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument on behalf of said Partnership.

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

Susan A. Roberts  
Notary Public in and for the State of Oregon residing at Hood River.  
Commission expires: 3/27/86



SCHEDULE A

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessor, name of lessee, date, office and book and page of recording, length of term, address or other identification of leased premises.)

- 1. Lessor:
- 2. Lessee:
- 3. Date of Lease:
- 4. Term:
- 5. Address of Leased Premises:
- 6. Description of Leased Premises:

ALL EXISTING AND ALL FUTURE LEASES ENTERED INTO BY THE ASSIGNOR HEREIN WHICH AFFECT THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



EXHIBIT "A"

Parcel 1: Beginning at the Southeast corner of Section 35, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon; thence North along the East line of said Section 35, 355 feet to the Southeast corner of that tract conveyed to Tom & Tom, Inc., by deed recorded October 25, 1962, in Book 71, page 780, Deed Records; thence West parallel with the South line of said Section, 524 feet; thence South parallel with the East line of said Section 355 feet to a point on the South line of said Section; thence East 524 feet to the point of beginning, EXCEPTING THEREFROM that portion granted to the State of Oregon by and through its State Highway Commission, by judgment entered May 24, 1968, in Suit No. 5944; all of which property is located in the County of Hood River, State of Oregon.

Parcel 2: Lots 5 and 6, Block 2, TOWN OF ODELL, in the County of Hood River and State of Oregon, together with an easement for encroachment over and across a portion of Lot 7, as set forth in Contract recorded December 21, 1973, as Recorder's Fee No. 732537, all of which property is located in the County of Hood River, State of Oregon.

Parcel 3: Lots 29, 30, 31 and 32 of block six of the Town of Stevenson according to the official plat thereof on file and of record at page 11 of Book "A" of Plats, Records of Skamania County, Washington.

Parcel 4: The south one-half of Lots 4 and 5, Block 7, Town of Bingen, as recorded in Volume H of Deeds, Page 172, Records of Klickitat County, State of Washington. SUBJECT TO the interest of Myrtle O. Wilke, as Vendor, under the real estate contract dated December 2, 1977, recorded under Auditor's File No. 163967.

Parcel 5: The north one-half of Lots 4 and 5, Block 7, Town of Bingen, as recorded in Volume II of Deeds, Page 172, Records of Klickitat County, State of Washington.

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