

ASSIGNMENT OF LEASES

For valuable consideration, ROBERT T. CURRY (hereinafter referred to as "Debtor") hereby assigns and transfers to GREAT WESTERN NATIONAL BANK, a national bank (hereinafter referred to as "Bank"), its successors and assigns, to secure payment of Debtor's note dated December 3, 1971, payable to Bank, in the amount of \$61,690.29, on the terms, at the times, and with the interest as set forth in said note, also to secure any and all other liabilities, direct and indirect, absolute or contingent, now existing or hereafter arising from Debtor to Bank, all of the Debtor's interest as lessor

in those certain leases of real property described on Exhibit "A" and by this reference incorporated herein, and all future leases of cabin sites located on that part of Lot 4, Section 35 in Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington lying northwesterly of and above 1000 feet elevation, United States Coast and Geodetic Survey datum,

together with all rents, incomes and profits arising from said leases, their options and renewals, and together with all rents, incomes and profits for the use and occupation of the premises described in the leases, and from all leases of the above described premises which may be executed in the future during the term of this assignment.

Debtor hereby expressly covenants and warrants:

(a) He is the sole owner of the assigned leases and all the leasehold rights which the leases purport to create with full right to convey the same.

(b) The leases are now unencumbered, valid and in full force and effect in accordance with their respective terms.

(c) Lessees are not in default under any of the terms, conditions or covenants of the leases.

(d) The rental property, rental payments and other sums are free from liens, encumbrances, claims and setoffs of every kind whatsoever except the rights of Northern Pacific Railway Company as set forth in that certain lease dated June 25, 1963 by and between Northern Pacific Railway Company and Debtor.

(e) In the event any payment under any lease hereby assigned is made to Debtor, he will promptly transmit such payment to Bank.

Debtor agrees:

(1) To observe and perform all obligations imposed on lessor under the leases hereby assigned and to indemnify Bank from the consequences of any failure to do so.

(2) Not to collect any rent, income or profits accruing under the leases or from the premises prior to the time when they shall become due.

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(3) To preserve the subject property free and clear of all liens and encumbrances except as otherwise agreed by the parties hereto.

(4) Not to execute any other assignment of the lessor's interest in any of the leases or any other assignment of rents accruing under any lease or from the premises.

(5) Not to alter, extend or modify the terms of the leases or give any consent or exercise any renewal or option required or permitted by the terms of the leases without the prior written consent of Bank.

(6) Not to terminate, cancel or accept a surrender of the leases or transfer, convey or permit a transfer or conveyance of the premises so as to cause a termination or changing of the obligations of the lessees.

(7) In the event Bank so requests, to execute and deliver to Bank such further assurances and assignments to the premises as the Bank shall from time to time require.

(8) That Bank may proceed against Debtor directly and independently of the lessees and the cessation of any lessee's liability for any reason other than full payment shall not in any way affect the liability of Debtor hereunder nor shall any extension, forbearance of the acceptance, release or substitution of security or any impairment or suspension of Bank's rights or remedies against any lessee in any way affect the liability of the Debtor hereunder.

(9) That until such time as Bank directs otherwise, Debtor may collect all rents, income and profits arising from the lease or from the premises when the same are due and payable.

(10) That Bank may, at its option, without notice or regard to the adequacy of the security take possession of the above described premises and hold, lease and manage the same on such terms, for such period of time, as the Bank deems proper and with or without taking possession of the premises make demand and sue for all rents, income and profits of the premises, with power to make from time to time such alterations, repairs and renovations as it may deem proper to Bank and to apply such rents, income and profits to payment of all expenses of operating, managing and maintaining the premises and the principal, interest and other indebtedness secured by the note together with costs and attorneys' fees, in such priority as Bank, in its full discretion, may determine. However, the exercise or nonexercise by Bank of the options granted in this paragraph shall not be considered a waiver of any default by Debtor under the note or under the leases or this assignment.

(11) That Bank shall not be liable for any loss sustained by Debtor resulting from Bank's failure to let the premises or from any other act or omission of Bank in managing the premises unless such loss is caused by the wilful misconduct or bad faith of Bank. Bank shall further not be obligated to perform or discharge any obligation or duty under the leases or under this assignment and Debtor agrees to indemnify Bank for any liability, loss or damage which may be incurred under the leases or by reason of this assignment. In the event Bank incurs any such liability above referred to or in defense of any such claims or demands, the amount thereof,



including costs and reasonable attorneys' fees, shall be secured by this assignment and Debtor shall reimburse Bank immediately therefor upon the demand of Bank. Further, this assignment shall not make Bank responsible for any waste committed on the property by any tenants or any other parties or for any dangerous or defective condition of the premises or for any negligence in the management, repair or control of the premises.

(12) That Bank is authorized to direct any and all lessees to pay to Bank all rents, income and profits accruing under the leases and to continue to do so until otherwise notified by Bank.

(13) That Bank may take or release other security for payment of the secured principal, interest or other indebtedness and may further release any party primarily or secondarily liable, and may apply any other security held by Bank to the satisfaction of the secured principal, interest or other indebtedness without prejudice to any rights under this assignment.

(14) That nothing contained in this assignment nor any act done or omitted by Bank pursuant to the terms of this assignment shall be deemed a waiver by Bank of any of the rights or remedies under the note and this assignment is executed without prejudice to any rights or remedies possessed by Bank under the terms of any other instruments or agreements by and between Bank and Debtor. The right of Bank to collect the secured principal, interest and other indebtedness and to enforce any other security may be exercised by Bank prior or subsequent to any action taken under this assignment.

(15) That this assignment is executed and delivered to Bank as security and that Bank assumes no responsibility or liability whatsoever for the performance of any of the obligations of lessee as set forth in said leases.

Debtor waives the following:

(a) The right, if any, to obtain the benefit of or to direct the application of any security hypothecated to Bank until all indebtedness of lessee to Debtor arising hereunder which are assigned to Bank by Debtor shall have been paid.

(b) The right to require Bank to proceed against any lessee or to pursue any other remedy.

Debtor hereby appoints Bank his attorney in fact to demand, receive and enforce payment and to give receipts, releases and satisfactions and to sue for all sums payable either in the name of Debtor or in the name of Bank with the same force and effect as Debtor could have done if this agreement had not been made.

Dated this 3 day of December, 1971.

STATE OF OREGON

County of Multnomah

} ss.

On this 3<sup>rd</sup> day of December, 1971, personally appeared the above named ROBERT T. CURRY, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Barth A. Suban  
Notary Public for Oregon

My Commission expires 9-20-75