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K-37654  
AGREEMENT

Vol. 185 Page 5657

This Agreement is entered into as of the 16th day of April, 1985, between Commercial Compensation Corporation ("CCC") and First Interstate Bank of Oregon, N.A. ("FIOR").

IT IS AGREED:

1. FIOR assigns and conveys without recourse, representation or warranty, to CCC, its successors and assigns, all FIOR's right, title and interest in and to:

(a) Assignment dated February 7, 1980, between Yonna Valley Ranch, a partnership consisting of Mary P. Holbrook, Neil Barnwell and Paula Barnwell ("Yonna Valley"), as assignor, and FIOR, as assignee, recorded May 27, 1980, in the Real Property Records of Klamath County, Oregon in Volume M80, Page 9560, No. 84759, attached hereto as Exhibit "A" and by this reference made a part hereof;

(b) Security Agreements (crops, livestock, farm equipment) dated June 27, 1983 and December 30, 1983, executed by Yonna Valley, as debtor, in favor of FIOR, as secured party, attached as Exhibits "B" and "C" and by this reference made a part hereof,

(c) Security Agreements (general) dated ~~June~~ <sup>July</sup> 27, 1982 and July 21, 1983, executed by Yonna Valley, as debtor, in favor

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of FIOR, as secured party, attached as Exhibits "D" and "E" and by this reference made a part hereof;

(d) Security Agreement dated December 30, 1983, executed by Yonna Valley, as debtor, in favor of FIOR, as secured party, attached hereto as Exhibit "F" and by this reference made a part hereof;

(e) Oregon UCC-1 Financing Statements numbered and recorded with the office of the Secretary of State, Salem, Oregon as follows:

NUMBER

H 10384  
H 64423  
H 68782  
H 96197

RECORDED

June 30, 1982  
June 11, 1983  
July 25, 1983  
January 6, 1984

Attached hereto as Exhibits "G" through "J" and by this reference made a part hereof;

(f) Mortgage dated June 3, 1981, executed by Yonna Valley in favor of FIOR, recorded in the Real Property Records of Klamath County, Oregon, on June 11, 1981, Book M-81, Page 10494, attached hereto as Exhibit "K" and by this reference made a part hereof;

(g) Individual Guaranty and Pledge Agreement dated February 7, 1980, executed by Mary P. Holbrook and Neil Barnwell in favor of FIOR providing for prompt payment to FIOR of any and all indebtedness of Yonna Valley, attached hereto as Exhibit "L" and by this reference made a part hereof;

Together with the promissory notes secured thereby as follows:

(i) Note dated December 22, 1980, in the face amount of ONE MILLION TWO HUNDRED AND SIXTY-THREE THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$1,263,402.00), attached hereto as Exhibit "M" and by this reference made a part hereof;

(ii) A note dated June 27, 1983, in the face amount of TWENTY-SIX THOUSAND FIVE HUNDRED AND THIRTY-FIVE DOLLARS AND SEVENTY TWO CENTS (\$26,535.72), attached hereto as Exhibit "N" and by this reference made a part hereof;

(iii) Note dated December 30, 1983, in the face amount of TWENTY-FIVE THOUSAND FOUR HUNDRED AND SIXTEEN DOLLARS AND SIX CENTS (\$25,416.06), attached hereto as Exhibit "O" and by this reference made a part hereof;

as modified, and all monies due to become due thereunder.

2. FIOR agrees that at any time and from time to time, upon written request of CCC, it will execute and deliver such further documents and do such further acts and things as Carpenter may request in order to further effect the purpose of the assignment of the security documents and notes described in paragraph 1 above.

3. FIOR agrees to dismiss without prejudice a certain case filed in the Circuit Court for the State of Oregon for the County of Klamath, No. 84-720CV entitled First Inter-

state Bank of Oregon, N.A., plaintiff, verses Yonna Valley Ranch, an Oregon partnership, Neil Barnwell and Mary P. Holbrook, defendants.

4. CCC agrees, upon the execution of this agreement, to pay to FIOR the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) by cashier's check or in such other form as is satisfactory to FIOR.

5. CCC agrees that in the event any claim, suit or demand of any kind is brought or made against FIOR, arising directly or indirectly out of this agreement or the security instruments or promissory notes assigned hereunder, CCC will save, protect and hold harmless FIOR from any liability, cost or expense in connection with any such claim, suit or demand. FIOR, at its option, may undertake its own defense of any such claim, suit or demand, and CCC agrees to cooperate in such defense and to pay the reasonable expenses and costs thereof, including attorney's fees, court costs, disbursements by attorney's for, or by FIOR, or its personnel in connection therewith, and in case of any judgment rendered against FIOR to reimburse it in the amount of said judgment.

6. In the event suit or action is instituted in connection with any controversy arising out this agreement, the prevailing party shall be entitled to recover, at trial or on appeal, such sums as the court may adjudge reasonable

attorney's fees, in addition to costs and necessary disbursements.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers as of the date first herein above written.

COMMERCIAL COMPENSATION CORPORATION

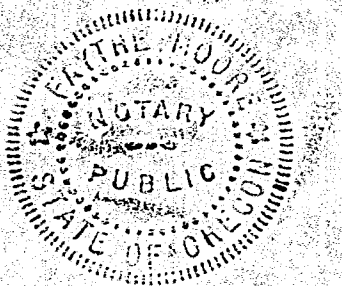
By: *B. L. Carpenter* *Agent*  
B. L. CARPENTER, ~~President~~  
BE

FIRST INTERSTATE BANK OF OREGON, N.A.

By: *J. Pendergast*  
Title: *Manager*

State of Oregon )  
                          ) ss.  
County of Klamath)

The foregoing instrument was acknowledged before me this 16th day of April, 1985, by B. L. Carpenter, the Agent of Commercial Compensation Corporation, a corporation, on behalf of the Corporation.



*Laythe Moore*  
Notary Public for Oregon

My Commission Expires: 8/27/87

Return to:  
Klamath County Title Company

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STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 18th day of April A.D., 19 85 at 2:35 o'clock P M, and duly recorded in Vol M85 of 9 Deeds. on page 5657

Fee: \$ 21.00

EVELYN BIEHN, COUNTY CLERK

by: *Ann Smith*, Deputy