

K-41343  
ASSIGNMENT OF LESSOR'S INTEREST UNDER FARM LEASE

This Assignment, made this 5 day of June, 1989, by and between ARTHUR E. EVANS, the Assignor, and FARM CREDIT BANK OF SPOKANE, a corporation chartered under the laws of the United States, successor by merger to The Federal Land Bank of Spokane, a corporation formerly chartered under the laws of the United States, the Assignee.

For good and valuable consideration, the Assignor does by these presents grant, assign, and convey unto the Assignee, and to its successors and assigns, forever, all of Assignor's right, title, estate, and interest in and to that certain farm lease dated February 27, 1989, by and between Arthur E. Evans, as Lessor, and T and J Packing Co., Inc., as Lessee, a copy of which is hereto attached as Exhibit "A."

Said farm lease affects certain real property as described in said farm lease.

TO HAVE AND TO HOLD, the said property unto the Assignee and to its successors and assigns forever.

This Assignment is absolute in effect and conveys all of the Assignor's right, title and interest in and to said farm lease to the Assignee, its successors and assigns, and does not operate as a rescission or as a mortgage, trust conveyance or security agreement of any kind.

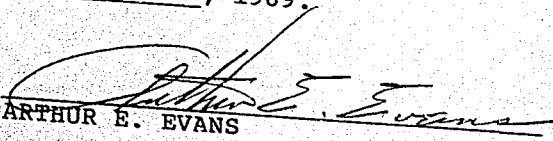
Assignor authorizes and empowers Assignee to demand and receive of T and J Packing Co., Inc. all payments required by the farm lease and to require full performance of the farm lease by T and J Packing Co., Inc. in the same manner and in all intents and purposes as Assignor might or could do had this Assignment not been executed.

Assignor affirms and covenants that his right, title, estate, and interest in and to said farm lease is free and clear of all liens, charges and encumbrances; that Assignor has good right to transfer the same to Assignee; and that Assignor, his heirs, representatives and assigns, shall warrant and defend the same against the lawful claims of all persons whomsoever.

Notices may be sent concerning said farm lease to Assignee at the following address:

Farm Credit Bank of Spokane  
 c/o Farm Credit Services  
 900 Klamath Avenue  
 P.O. Box 148  
 Klamath Falls, OR 97601

Executed this 5th day of June, 1989.

  
 ARTHUR E. EVANS

60 JUN 5 AM 11 09  
 128 JUN 5 AM 11 09

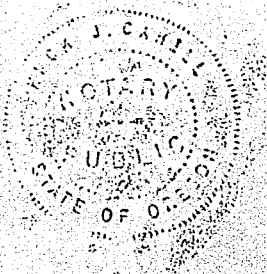
STATE OF OREGON

County of Klamath

)  
: SS.

On this 5th day of June, 1989, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared ARTHUR E. EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

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



Wesley J. Child  
Notary Public for the State of Oregon  
Residing at Klamath Falls, OR  
My commission expires 6-16-89

## EXHIBIT A

THIS AGREEMENT, Made this 27th day of February, 1989; by and between  
Arthur E. Evans  
HC 62 Box 36 Malin, Or of Klamath County,  
 State of Oregon, lessor, and T and J Packing Co. Inc. Box 388  
Malin, of Klamath County, State of Oregon, lessee;

WITNESSETH, That the said lessor, for and in consideration of the covenants and agreements herein-  
 after mentioned, to be kept and performed by the lessee, his executors, administrators and assigns, has leased  
 and does hereby lease and let unto the lessee all of those premises lying and being in Klamath  
 County, State of Oregon, and described as follows, to-wit: The farmland  
consisting of 95 acres, more or less, with two 50 H.P. Electric motors  
and pumps, Not to include the house or any structures used for  
storage or the fenced-off or otherwise defined areas surrounding  
said structures.

The legal description being:

Parcel I

Township 41 South, Range 12 E.W.M.  
Section 11: S $\frac{1}{2}$  NE $\frac{1}{4}$ , Less Portion

Parcel II

Township 41 South, Range 12 E.W.M.  
Section 11: NW $\frac{1}{4}$  SE $\frac{1}{4}$ , and that portion of NE $\frac{1}{4}$  SE $\frac{1}{4}$  lying Northerly of  
the Northerly right of way of the Highline Canal of the Malin Irrigation Dist.

To Have and to Hold the above described premises with the appurtenances unto the lessee, and his ex-  
 ecutors, administrators and assigns, from the 15th day of March, 1989, for, during and  
 until the 15th day of November, 1989, he paying the rent therefor as hereinafter stated.

And the lessee, in consideration of the leasing of the premises, as aforesaid, by the lessor to the said lessee,  
 does covenant and agree with the said lessor, his executors, administrators and assigns, to pay lessor rent for  
 said premises in the manner following, to-wit: An amount to total \$17575.00 Payable  
as follows, \$1000.00 at time of signing; \$ 8287.50 on April 10, 1989;  
\$8287.50 on June 30, 1989.

## EXHIBIT A

It is understood and agreed that the said lessee shall not underlet said premises, or any part thereof or assign this Lease without the written consent of the lessor first having been obtained thereto.

That all repairs to maintain the irrigation pumps in usable condition be made by Lessee, after lessor demonstrates that they are in serviceable condition before the start of the irrigation season.

Lessor to pay all irrigation and power charges.

Lessor reserves the right to enter and allow representatives of appropriate lending agencies to enter premises for the purpose of showing the property to prospective buyers in a manner not to cause crop damage or interference with lessee's agricultural practices.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; the lessee waiving any notice to quit or of intention to re-enter under the statute.

And the said lessee covenants to pay to the said lessor the said rent as herein specified, and that at the expiration of the said term, or other determination of this Lease, the said lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted); and the said lessor covenants that the said lessee, on paying the said sum of \$1000.00 at signing, \$8287.50 on April 10, 1989, \$8287.50 on June 30, 1989, rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said described premises for the term aforesaid.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise. It is further understood by all parties this agreement is subject to the approval of lessor's Attorney.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals this 27th day of February, 1989.

Executed in the presence of

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Klamath County Title Co.

on this 6th day of June A.D., 1989  
at 11:09 o'clock A.M. and duly recorded  
in Vol. M89 of Deeds Page 9941  
Evelyn Biehn County Clerk  
By Audlene Mullender  
Deputy.

Fee, \$23.00

Return: K.C.T.C.

PAGE 2 OF 2