

K-1134/2
 LESSEE'S ASSIGNMENT OF LEASEHOLD INTEREST -
 FARM LEASE

THIS ASSIGNMENT dated November 5, 1991, from Holland's Dairy, Inc., whose mailing address is 19000 South Poe Valley Road, the Assignor (hereinafter called "Borrower"), to Northwest Farm Credit Services, ACA, a corporation, whose mailing address is 900 Klamath Avenue, P. O. Box 148, Klamath Falls, OR 97601, the Assignee (hereinafter called "Lender"),

BORROWER HEREBY GRANTS, CONVEYS, WARRANTS AND ASSIGNS to Lender, its successors and assigns, all present and future right, title and interest of Borrower in and to that certain Farm Lease, dated September 28, 1991 evidenced by recording of said lease or a memorandum thereof recorded November 6, 1991, under Recorder's No. M91-23252, records of the county shown below, between Thys DeHoop and Catharina Dehoop, as Lessor(s), or successor to the interest of Lessor and Borrower herein as Lessee(s), for the lease of property situated in the County of Klamath, State of Oregon, as described in Exhibit A hereto attached and by this reference made a part hereof.

THIS ASSIGNMENT is given to secure:

Payment of the following described note(s) or other instruments of debt executed by Borrower and held by Lender:

Amount of Loan	Date of Note	Maturity Date of Note
\$575,000.00	October 2, 1991	October 1, 2006

The note(s), the security documents and any other document or instrument signed in connection with the note(s) and security documents and any amendments thereto are referred to collectively as the "Loan Documents."

Payment of all extensions, fees, advances and interest on all indebtedness secured hereby at the interest rate(s) described in the Loan Documents. The interest rate, payments terms or balance due under the Loan Documents may be indexed, adjusted, renewed or renegotiated.

Performance by Borrower of the terms, covenants and conditions of this Assignment and the Loan Documents.

BORROWER FURTHER WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Borrower is the lawful holder of Lessee's interest under lease described above, has good and legal right to assign and transfer the same and is in possession of the property therein described.
2. Borrower shall faithfully perform all the obligations of the lease agreement to be performed by the Borrower as Lessee(s). In the event Borrower fails to perform any of the obligations under the lease agreement, Lender, without being or becoming obligated therefor, may make such payments or perform such obligations and add any expenditures incurred therein to Borrower's indebtedness to Lender, said expenditures to accrue interest at the interest rate(s) described in the Loan Documents.
3. In the event of Borrower's default, Lender, at its discretion, may declare all indebtedness secured hereby immediately due and payable. To enforce payment thereof, Lender may treat this Assignment as a real estate mortgage or security agreement in which event Lender shall have all the rights and remedies of a mortgagee or secured party under applicable laws and may be a purchaser at any foreclosure sale. Lender shall be entitled to recover reasonable attorney's fees, costs and other legal expenses incurred in the enforcement of this Assignment and in the collection of said indebtedness. In the event of judgment for Lender, if sale of the security results in only a partial satisfaction of judgment, any deficiency shall be a continuing obligation of Borrower.

91 NOV 9 AM 9 13

STATE OF OREGON)
) ss.
County of Klamath)

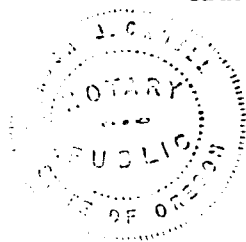
On this 29th day of October, 1991, before me personally appeared Thys DeHoop and Catharina DeHoop known to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as thier free act and deed.

Heidi J. Calhoun
Notary Public for the State of Oregon
Residing at Klamath Falls, OR
My commission expires 6-16-91

STATE OF OREGON)
) ss.
County of Klamath)

On this 29th day of October, 1991, before me personally appeared Thys DeHoop and Catharina DeHoop, known to me to be the President and Secretary, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.

Heidi J. Calhoun
Notary Public for the State of Oregon
Residing at Klamath Falls, OR
My commission expires 6-16-91



STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Return to:
Farm Credit Services
P.O. Box 148
Klamath Falls, Or. 97601

Klamath County Title Co.
on this 6th day of Nov. A.D., 19 91
at 9:13 o'clock A.M. and duly recorded
in Vol. M91 of Deeds Page 23252.
Evelyn Biehn County Clerk
By Deborah Mullender

Deputy.

Fee. \$38.00



~~It is understood and agreed that the said lease shall not be deemed to be a lease of any part thereof or any other lease or interest in the premises unless the written consent of the lessor has been obtained therefor.~~

THY DEHOOP
Thys DeHoop

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

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.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals this 29 day of October, 1991.

Executed in the presence of

Thys DeHoop
Thys DeHoop, President

Catharina DeHoop
Catharina DeHoop, Secretary

Thys DeHoop
Thys DeHoop

Catharina DeHoop
Catharina DeHoop