

After recording return to:
Northwest Farm Credit Services, ACA
900 Klamath Avenue, P.O. Box 148
Klamath Falls, OR 97601

Customer/Note No. 35726 142

ASSIGNMENT AND PLEDGE AGREEMENT - Patronage Dividends

THIS ASSIGNMENT AND PLEDGE AGREEMENT dated May 3, 1995 given by Bart A. Fleming and Pamela K. Fleming, husband and wife, as pledgor, hereinafter referred to as "Borrower," whose mailing address is 10755 Highway 39, Klamath Falls, OR 97603, to Northwest Farm Credit Services, ACA, pledgee, hereinafter referred to as "Lender," whose mailing address is 900 Klamath Avenue, P.O. Box 148, Klamath Falls, OR 97601

Borrower does hereby assign, pledge, transfer and convey to Lender, its successors and assigns, a security interest and pledge in the following described property, hereinafter called "Collateral":

All patronage dividends, patronage retains and equity accounts, now or hereafter owned by Borrower, in Circle C, however evidenced, together with all monies due or to become due to them by reason of the revolving or repayment of such retainage or accounts.

Such assignment and pledge shall also cover all securities and other property, rights or interests of any description, issued or to be issued at any time, in addition to, substitution of, or exchange for the above described security, including without limitation shares issued as dividends or as a result of any reclassification or corporate reorganization. Borrower shall promptly deliver, in the form received, all such securities or other property to Lender.

This Assignment and Pledge is given to secure:

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

Date of Note

Maturity Date of Note

May 3, 1995

December 1, 1995

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 future loans and advances from Lender to Borrower to be evidenced by like instruments of debt;

Payment of all extensions, fees, or advances and interest on all indebtedness secured hereby at the interest rate(s) described in the Loan Documents. The interest rate, payment 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 Pledge and the Loan Documents.

BORROWER FURTHER WARRANTIES, COVENANTS AND AGREES AS FOLLOWS:

1. Borrower has good and legal right to assign, pledge, transfer and convey the Collateral and represents that as of the date of this Assignment, the Collateral is transferable and free from prior encumbrances of any kind. Borrower further agrees to keep the Collateral free from all liens, encumbrances, and security interests (other than created herein) and defend it against all claims and legal proceedings by persons other than Lender.

2. Borrower understands that this Assignment and the application of funds pursuant hereto do not in any way reduce or alter Borrower's obligation to repay the debt secured hereby, as the same shall become due and to pay any deficiencies after realization on the Collateral by Lender.

3. Borrower hereby warrants and agrees that Lender shall retain actual possession of the documented Collateral until all obligations and undertakings of Borrower secured hereby have been fully paid and performed. Upon demand Borrower shall execute, assign, and endorse all proxies, applications, acceptances, stock powers, chattel paper, documents, instruments or other evidences of payment or writing constituting or relating to any of the Collateral and Borrowers shall perform such other acts Lender may request. All assignments and endorsements by Borrower shall be in such form and substance as may be satisfactory to Lender.

4. In its discretion and without notice to Borrower, Lender may take any one or more of the following actions, without liability except to account for property actually received by it:

- a. Transfer to or register in its name, or in the name of its nominee, any of the Collateral, with or without indication of the security interest herein created.
- b. Exercise or cause to be exercised all voting and corporate powers with respect to any of the Collateral so registered or transferred to, including all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to such Collateral, as if the absolute owner thereof;
- c. Insure any of the Collateral;
- d. Exchange any of the Collateral for other property upon a reorganization, recapitalization or other readjustment and, in connection therewith, deposit any of the Collateral with a committee or depository upon such terms as Lender may determine;
- e. In its name or in the name of the Borrower, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse notes, checks, drafts, money orders, documents of title, or other evidence of payment, shipment or storage in the name of Borrower;
- f. Make any compromise or settlement deemed advisable with respect to any of the Collateral;
- g. Renew, extend, or otherwise change the terms and conditions of any of the Collateral or the obligations;
- h. Take or release any other Collateral, security for any of the Collateral or the obligations; and,
- i. Add or release any guarantor, endorser, surety or other party to any of the Collateral or the obligations.

Lender shall be under no duty to exercise or to withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the secured party in this agreement, and shall not be responsible for any failure to do so or to delay in so doing.

5. Time is of the essence. In the event Borrower defaults in the payment of the principal of or interest on any obligation secured hereby, breaches any covenant, warranty or agreement, becomes insolvent or bankrupt, makes an assignment for the benefit of creditors or if a receiver is appointed for any of Borrower's assets or if any of the Collateral is seized under garnishment, levy or attachment, the entire amount of the secured obligations shall at Lender's discretion become immediately due and payable without notice of demand. Lender may exercise from time to time, any rights and remedies available to it under the Uniform

Commercial Code and any rights and remedies granted to Lender by the provisions of the Loan Documents.

6. If this agreement or any obligations secured by it is referred to an attorney for collection or realization, Lender shall be entitled to collect reasonable attorney's fees, including fees incurred in trial, appellate or bankruptcy court or without suit, expenses of title search, all court and sheriff's costs, and other legal expenses reasonably incurred in protecting or realizing on the Collateral. Any payment made by Borrower and any sum received by Lender through collection of or realization on the Collateral may be applied as Lender shall elect to any of the secured obligations, whether matured or unmatured.

7. Any delay or failure by Lender in the exercise of any right or remedy described herein or in any loan agreements between Borrower and Lender shall not constitute a waiver thereof, and no exercise by Lender of any right or remedy shall preclude other or further exercises thereof, or the exercise of any other right or remedy.

8. Any notice by Lender to Borrower shall be transmitted to the mailing address of Borrower which is cited above. Ten days from the day in which the notice is sent shall be a reasonable period of notification of sale or other disposition of Collateral by Lender.

9. Borrower agrees to take any action requested by Lender to perfect or continue the lien and priority of the Collateral. Lender may record this agreement or a memorandum thereof.

10. During the term of this agreement and so long as the Borrower is not in default in the payment of the note(s) above described or any of the terms of the Loan Documents, the Borrower shall have the right to receive all payments which become due in accordance with the terms of the Collateral.

This assignment shall bind and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

Date Signed: May 3, 1995

Bart A. Fleming

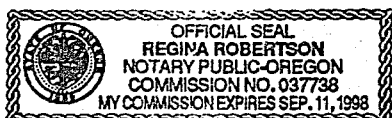
Bart A. Fleming

Pamela K. Fleming

Pamela K. Fleming

STATE OF Oregon)
County of Klamath)ss.

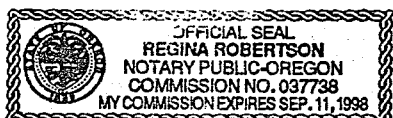
On this 3rd day of May, 1995, before me personally appeared Bart A. Fleming, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Regina Robertson
Notary Public for the State of Oregon
Residing at Keno, OR
My commission expires 9-11-98

STATE OF Oregon)
County of Klamath)ss.

On this 3rd day of May, 1995, before me personally appeared Pamela K. Fleming, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Regina Robertson
Notary Public for the State of Oregon
Residing at Keno, OR
My commission expires 9-11-98

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Farm Credit the 5th day
of May A.D., 19 95 at 11:32 o'clock A M., and duly recorded in Vol. M95
of Mortgages on Page 11711

FEE \$25.00

By Bernetha G. Latsch County Clerk
[Signature]