

08-31-95A10:07 RCVD

5411

STATE OF OREGON
FINANCING STATEMENT STANDARD FORM UCC-1

Klamath County

23500

Vol. 1995 Page 1

PLEASE TYPE
READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM.

CUSTOMER
NUMBER

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79.

A. Check (x) one: ☒ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE Social Sec. number or TIN
(If individual list last name first)

1. G & G Farms 93-1037904
Gorden, Kenneth S. 549-60-9405
2. Gorden, Steve 547-91-6131
3. _____
(Last Name) (First Name) (Middle)

DEBTOR MAILING ADDRESS:

8909 Squaw Flat Road Bonanza, OR 97623
8909 Squaw Flat Road Bonanza, OR 97623

Total Debtor Names: 2

Reserved for Filing Officer Use

B. Check (x) one: ☒ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR
NAME AND ADDRESS (from which security information is obtainable)

The Bank of California, N.A.
Redding Regional Office
1805 Market Street
Redding, CA 96001

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number:

Telephone Number:

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020)

Total number of attachments: 1

"Collateral" as defined in Exhibit "A" and Schedule 1
hereto, all terms of which are incorporated
herein by reference.

Check (x) if covered: ☒ PROCEEDS of collateral are also covered☒ PRODUCTS of collateral are also covered

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtors signature to perfect a security interest in collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ Which is F. DEBTOR IS A TRANSMITTING
proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐ UTILITY (ORS 79.4010)
Collateral acquired after a change of name, identity or corporate structure of debtor.

Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: G & G Farms, an Oregon general partnershipBy: Kenneth S. Gorden
General Partner & as IndividualSteve Gorden
General Partner & as Individual

Required Signature(s)

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)
0201	18	—	—	
—	—	—	—	
—	—	—	—	
—	—	—	—	
—	—	—	—	

EFS Statement requires signature of debtor(s) and secured party(ies).

By: G & G Farms, an Oregon general partnership
Kenneth S. Gorden
General Partner

The Bank of California, N.A.

By: Asst. Vice Pres.
Signature of Secured Party

Source of Payment:

Cash ☐
Check ☒Visa/MasterCard ☐
(see instruction B-D on
reverse of Original copy)

By: _____

Signature of Debtor(s)

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

THE BANK OF CALIFORNIA, N.A.
P. O. BOX 45011
San Francisco, CA 94145
Attn: Commercial Service Center

Please do not type outside of bracketed area

Submit completed form to:
Secretary of State, UCC Section
Capitol Bldg., Room 41
Salem, OR 97310

(503) 378-4146
FAX (503) 373-1166

**UCC-1 FINANCING STATEMENT
LIVESTOCK AND CROPS
- EXHIBIT A -**

THIS EXHIBIT is attached to and made a part of that certain UCC-1 Financing Statement dated August 1, 1995 executed by G & G Farms, an Oregon general partnership ("Debtor") in favor of THE BANK OF CALIFORNIA, N.A.

This Financing Statement covers the following types of collateral (collectively, "Collateral"):

The following definitions shall be applicable to both the singular and plural forms of the defined terms:

(a) Accounts. All rights to the payment of money now owned or hereafter acquired by Debtor, whether due or to become due and whether or not earned by performance, including but not limited to, accounts, chattel paper and instruments;

(b) Agricultural Rights. All Debtor's (i) production, storage, trailing, grazing, irrigation, water and all similar rights; (ii) all rights and privileges to entitlement, subsidy, transfer, support, deficiency, target, return, termination, diversion, refund, disaster, and all other payments of any kind or type whatever now or hereafter made, plus all licenses, permits, consents, authorizations and rights and privileges now or hereafter granted by the government of the United States, any State, or any political subdivision thereof, including without limitation all milk quota, tax refunds, all payments in kind, and all payments made for non-cultivation or non-production, together with all vouchers and other evidences thereof; and (iii) any and all rights to payment from any agricultural cooperative association;

(c) Crops. All Debtor's annual and/or permanent crops and farm products, including without limitation all alfalfa

native grass, grass seed, grain, fertilizer, feed, hay and silage, whether growing or to be grown or severed from the land;

(d) Deposit Accounts. All Debtor's demand, time, savings, passbook or like accounts maintained with Bank, other than accounts evidenced by a negotiable certificate of deposit;

(e) Equipment. All of Debtor's equipment now owned or hereafter acquired, including but not limited to machinery, machine parts, furniture, furnishings and all tangible personal property used in the business of Debtor and all such property which is or is to become fixtures on real property, and all improvements, replacements, accessions and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing;

(f) Farm Products. All Debtor's feed, feed additives, feed supplements, veterinary supplies, and all other personal property of Debtor used or held for use in farming operations;

(g) Fixtures. All items of personal property of Debtor that are so related to the real property upon which they are located that an interest in them arises under real property law, and improvements, replacements, parts, accessions and additions thereto, and substitutions therefor;

(h) General Intangibles. All personal property of Debtor not otherwise defined as collateral other than Goods, including without limitation all interests or claims in insurance policies; all brands, including without limitation those identified below; all interests in any partnership; all literary property; tradenames, tradename rights; trademarks, trademark rights, copyrights, patents, and all applications therefor; licenses, permits, franchises, and like privileges or rights issued by any governmental or regulatory authority; income tax refunds; customer lists; claims and causes of action; and all guarantee claims, co-op memberships, leasehold interests in personal property, security interests or other security held by or granted to the Debtor to secure payment by an account debtor of any of the Accounts;

Brand(s):

(i) Goods. All money and other personal property of Debtor, other than General Intangibles, not otherwise defined as collateral;

(j) Inventory. All inventory, raw material, work in process, finished goods or materials used or consumed in Debtor's business, warehouse receipts, bills of lading and other documents evidencing goods now owned or hereafter acquired by Debtor, and all goods covered thereby including returned goods, accessions, additions, improvements, and all products thereof, whether in Debtor's possession or in the possession of warehousemen, bailees or any other individual or entity, and all proceeds thereof, including without limitation all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing;

(k) Livestock. All Debtor's livestock and farm products, including without limitation all _____

_____, cattle, sheep, horses, swine, goats, and fowl, together with all young in gestation, and all poultry, together with all eggs produced thereby, and all eggs, together with all poultry produced thereby, and all increase and additions to all of the foregoing and all replacements thereof, and substitutions therefor;

(l) Rights to Payment. All Debtor's negotiable or non-negotiable instruments or securities, contract rights, documents, chattel paper and all Debtor's rights to payment under the Accounts or General Intangibles, including without limitation all rights to payment under any commercial or standby letter of credit.

Whether such Accounts, Agricultural Rights, Crops, Deposit Accounts, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Inventory, Livestock and Rights to Payment are now owned or hereafter acquired and wherever located and whether held by Debtor or any processor, warehousemen or other bailee; and all proceeds and products thereof.

DEBTOR

G & G Farms,
an Oregon general partnership

By: Kenneth S. Gordon
General Partner

23503

SCHEDULE 1
TO: UCC FINANCING STATEMENT
Legal description of Real Property

E1/2 of Section 35, Township 38 South, Range 11 1/2 East of the Willamette Meridian, lying South of the Bonanza-Dairy Highway and EXCEPTING THEREFROM that portion conveyed to Richard H. Hovey by deed recorded in Volume 91 at page 539 Deed records of Klamath County, Oregon.

The N1/2 SW1/4 SW1/4, NW1/4 SW1/4, and the SW1/4 NW1/4, lying South of the Dairy-Bonanza Highway and South of the existing Horsefly Irrigation Ditch, AND EXCEPTING FROM THE ENTIRE PARCEL a strip of land 20 feet in width of roadway off the East side, all in Section 36, Township 38 South, Range 11 1/2 East of the Willamette Meridian.

SUBJECT TO reservations and restrictions of record, easements and rights of way of record and those apparent on the land.

Debtor: G & G Farms, an Oregon general partnership

Initials: KG.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bank of California the 31st day
of Aug A.D., 19 95 at 10:07 o'clock A M., and duly recorded in Vol. M95
of Mortgages on Page 23500

FEE \$20.00

Bernetha G. Latsch, County Clerk
By Bernetha G. Latsch