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09-26-95P01:48 RCVD

Vol. 1195 Page 26032

STATE OF OREGON

Uniform Commercial Code - Financing Statement - Real Property -
Form UCC-1A

THIS FORM FOR COUNTY FILING USE ONLY

County Filing Officer Use Only

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s): **LESSEE**
LANGELL VALLEY DAIRY
FED ID#93-06021471B. Debtor Mailing Address(es):
6735 BUNN ROAD
BONANZA, OR 97623
(5025977)2A. Secured Party Name(s): **LESSOR**
FARM CREDIT LEASING SERVICES
CORPORATION2B. Address of Secured Party from
which security information is obtainable:
5500 WAYZATA BLVD. SUITE #1600
MINNEAPOLIS, MN 55416-1252

4A. Assignee of Secured Party (if any):

4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property: **ONE (1) LOT OF DAIRY PARLOR EQUIPMENT FURTHER
DESCRIBED ON THE ATTACHED EXHIBIT A PAGES 1&2.**
(Check if applicable:)☒ The goods are to become fixtures on: **KLAMATH CO, OR**☐ The above timber is standing on:☐ The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on:
(Describe real estate) **THE ABOVE DESCRIBED PERSONAL PROPERTY IS TO BECOME FIXTURES LOCATED ON THE NE
1/4 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 12 EAST, OF THE WILLAMETTE
MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THAT PORTION CONVEYED TO THE USA BY DEED
RECORDED ON PAGE 540 OF VOLUME 69 OF DEED RECORDS OF KLAMATH COUNTY, OREGON**
(6024387-000,84)and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:
WILLIAM & SANDRA DEJONGCheck box if products of collateral are also covered ☐ Number of additional sheets attached: 2Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a
financing statement under ORS Chapter 79.
Signature of Debtor required in most cases
Signature(s) of Secured Party in cases covered by ORS 79.4020.
By: *Rosemary Matos, FCL*
LANGELL VALLEY DAIRY
LESSEE Required Signature(s)

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer. The Recording Party Copy is for your use.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording party contact name: ROSEMARY MATOS, FCLRecording party telephone number: 612-797-7400

Return to: (name and address)

FARM CREDIT LEASING SERVICES CORPORATION
5500 WAYZATA BLVD., SUITE 1600
MINNEAPOLIS, MN 55416-1252

Please do not type outside of bracketed area

Standard Form UCC-1A
January 1990

ORIGINAL COPY

TERMINATION STATEMENT - This statement of
termination of financing is presented for fil-
ing pursuant to the Uniform Commercial
Code. The Secured Party no longer claims
a security interest under the financing
statement bearing the recording number
shown above.By: _____
Signature of Secured Party(ies) or Assignee(s)Stevens-Ness Low Publishing Company
Portland, OR 97204 - (503) 223-3137

Langell Valley Dairy
Exhibit A
Contract 6024387

Pro Time I to Include:

1) Double 12, Germania Legacy 7000, Heavy-Duty Stall System with Total Integration of Overhead Lines in Stainless Steel Pipeline Channel, CIP Units in Vertical Columns, Air Controls Pre-Assembled in Column Covers, Germania Stainless Steel Air Cylinders for Indexing & Gates, Air Tubing and Hosing Hidden in Vertical Columns and Pipeline Channel, Indexing Front End for Proper Cow Positioning, Heavy Duty Entrance and Exit Gates, All Air Operative, Sleep Brisket bar Front End. Column Covers and Takes off Covers- Stainless Steel.

Vacuum Equipment to Include:

- 1) Lobe-aire 50 HP 440/V Vacuum System includes 1 Pump
- 1) Stainless LIG Level Filled Gauge
- 1) 50 Gal. PVC Header Line
- 1) Fully Looped Header Pulsation Line 3: Vacuum Lines from Balance to receivers. 3" Fresh Air Lines.

Receiver Group to include:

- 2) Custom built 18" Diameter x 24; High Stainless Steel Receiver with 3" inlets, 3" Diameter U-Bend, Large Moisture Trap with 3" vacuum Inlet, Flexiglas Receiver Cover with Gasket. Milk Line, Discharge Line, Wash Line

CIP System and Milk Room Equipment to include:

- 200' 3" Stainless Steel Milk Line with all Tubulation, Fittings, clamps, gaskets, hangers.
- 100' 1 1/2" Stainless Steel Discharge Line from Milk Group to Milk Room.
- 170' 2: Stainless Steel Wash Line from sink to each side of parlor
- 1) Twin or Single Air injector to provide proper air injection
- 24_ CIP Units-Stainless Steel Distributor, Wash cups, Automatic Drain.
- 1) 105 Gal. Vertical Wash/Milk Transfer Vat.

Air Preparation Equipment to Include:

- 1) 10 HP Air Compressor, Heavy Duty Industrial Type two State Air Compressor with Low Oil Safety Shut-off Switch.
- 1) Air Preparation Package

Claw Assemblies to Include:

- 24) All Stainless Steel, Top Outlet, Large Capacity, Lightweight Germania "Ultra Claw". Air Forks for Pulsation included.

- 24) Sets of Biu-Lt Inflations, 24, air tubes.

Pulsation to include:

- 24) Surge Pulsators with Alternating Action

- 2) 32 Unit Pulsation Controller, Adjustable in Rate and Ratio
- 200' Twin Pulsation Hose
- 1) Pulsation Spare Parts Kit

Gate Automation to include:

- 2) Sets Germania Air Cylinders and Controls to Operate 2 Panic Gates. System Includes Heavy-Duty Direct Acting Cylinders with 1" Stainless Shaft. Heavy-Duty Air Controls in Stainless Boxes

Crowd Gates to Include:

- 1) 29' x 100' Heavy-Duty Crowd Gate powered by Air Motor

Backflush to include:

- 1) Backflush valves with Iodine Support Equipment.

Germania Automatic Take-Off Units

- 24) Germania Model Legacy 7000 Automatic Take-off Units. Air Operated, Stainless Steel Full Flow Milk Sensor.

- 1) Dairyman's Spare Parts Kit

- 24) Support Arms-Germania.

- 12) Drop Hose for Udder Wash

- 12) Auto Test Spray Units 2/ROCA Pump

Complete Sprinkler per W/90 Cow Washers, 15 HP Pump, Extra Grate For Flush System

- 1) Koolenay Chiller W.2 x 12 HP

The above described personal property is leased pursuant to the terms of that certain Lease Agreement dated 8-24-1995 between Lessor and Lessee. This financing statement is filed for precautionary purposes only. Lessor and Lessee regard this agreement to be a true lease and not a lease intended as security.

PLEASE RETURN DOCUMENT TO:

FARM CREDIT LEASING

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Severance Agreement

26035

Contract Number

6024387

Application Number

529007

FILE IN REAL ESTATE RECORDS OF KLAMATH COUNTY, OREGON

WHEREAS, the undersigned hold certain interests in the below-described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated 8/24/95 ("Lease") with Farm Credit Leasing Services Corporation ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in the appropriate Schedule A ("Equipment"), a copy of which is attached. NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties here-to from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below and on the reverse side.

Furthermore, Lessee represents and warrants to Lessor that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the below described Property. Lessee understands and agrees the Lessor is relying on the information contained herein in providing lease financing to Lessee. Lessee shall indemnify and hold Lessor harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Lessor arising out of the breach of the representations and warranties contained herein.

NOTARIES REQUIRED FOR ALL SIGNATURES

Lessee(s) of Equipment:

LANGELL VALLEY DAIRY

(please print or type full name)

By: [Signature]

Signature

Date

9/12/95

Title (corporations only)

[Signature]

Signature

Date

9/12/95

Title (corporations only)

Owner(s) of Real Estate:

WILLIAM AND SANDRA DEJONG

(please print or type full name)

By: [Signature]

Signature

Date

9/12/95

Title (corporations only)

[Signature]

Signature

Date

9/12/95

Title (corporations only)

Real Estate Mortgagee(s), Contract Holder(s), Lienholder(s):

(please print or type full name)

By: _____

Signature

Date

Title (corporations only)

Signature

Date

Title (corporations only)

Lessee(s) of Real Estate:

(please print or type full name)

By: _____

Signature

Date

Title (corporations only)

Signature

Date

Title (corporations only)

Equipment Description:

☒ See Schedule A

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Corporate Notary:

State of Oregon

)

County of Klamath

) ss.

On this 12th day of September, 1995, before

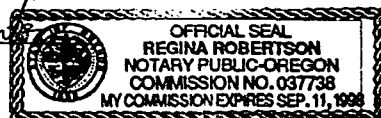
me, a Notary Public within and for Klamath County, personally

appeared William DeJong to me personally known, and

to me personally known to be an officer, to wit, William DeJong,

an officer of Langell Valley Dairy Partnership a corporation, and to me personally known to be the person who executed this instrument on behalf of said corporation as such officer, who being duly sworn, did say that he is such officer of said corporation described in and which executed this instrument, that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors; and said corporation executed the same.

Regina Robertson
Notary Public



Corporate Notary:

State of Oregon

)

County of Klamath

) ss.

On this 12th day of September, 1995, before

me, a Notary Public within and for Klamath County, personally

appeared Sandra DeJong to me personally known, and

to me personally known to be an officer, to wit, Sandra DeJong,

an officer of Langell Valley Dairy Partnership a corporation, and to me personally known to be the person who executed this instrument on behalf of said corporation as such officer, who being duly sworn, did say that he is such officer of said corporation described in and which executed this instrument, that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors; and said corporation executed the same.

Regina Robertson
Notary Public



Personal Notary:

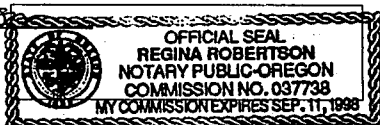
State of Oregon)
 County of Klamath) ss.
 On this 12th day of September, 1995, before me,
 a Notary Public within and for Klamath County, personally
 appeared William DeTong to me known to be the
 person described in and who executed this instrument, and acknowledged
 to me that he executed the same as his free act and deed.

Notary Public

**Personal Notary:**

State of Oregon)
 County of Klamath) ss.
 On this 12th day of September, 1995, before me,
 a Notary Public within and for Klamath County, personally
 appeared Sandra DeTong to me known to be the
 person described in and who executed this instrument, and acknowledged
 to me that she executed the same as her free act and deed.

Notary Public

**Personal Notary:**

State of _____)
 County of _____) ss.
 On this _____ day of _____, 19____, before me,
 a Notary Public within and for _____ County, personally
 appeared _____ to me known to be the
 person described in and who executed this instrument, and acknowledged
 to me that _____ he executed the same as his free act and deed.

Notary Public

**Legal Description:**☐ See Exhibit B

(List complete legal description including township, section, range, etc.)
 The NE1/4 of the NE1/4 of Seciton 28,
 Township 39 South, Range 12 East of the
 Willamette Meridian, Klamath County,
 Oregon, EXCEPTING that portion conveyed
 to the United States of America By Deed
 recorded on page 540 of Volume 69 of Deed
 Records of Klamath County, Oregon.

Additional Terms:

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
3. Title and ownership of the Equipment shall remain with Lessor;
4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed;
5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
7. Lessor and Lessee may agree, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Severance Agreement will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Severance Agreement binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

FARM CREDIT LEASING

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Severance Agreement

Contract Number 6024387
Application Number 529007

WHEREAS, the undersigned hold certain interests in the below-described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated 8-24-95 ("Lease") with Farm Credit Leasing Services Corporation ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in the appropriate Schedule A ("Equipment"), a copy of which is attached. NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties here-to from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below and on the reverse side.

Furthermore, Lessee represents and warrants to Lessor that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the below described Property. Lessee understands and agrees the Lessor is relying on the information contained herein in providing lease financing to Lessee. Lessee shall indemnify and hold Lessor harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Lessor arising out of the breach of the representations and warranties contained herein.

NOTARIES REQUIRED FOR ALL SIGNATURES**Lessee(s) of Equipment:**

(please print or type full name)
By: _____
Signature Date

Title (corporations only)

Signature Date

Title (corporations only)

Owner(s) of Real Estate:

(please print or type full name)
By: _____
Signature Date

Title (corporations only)

Signature Date

Title (corporations only)

Real Estate Mortgagee(s), Contract Holder(s), Lienholder(s):
FARM CREDIT SERVICES

By: X Rance J. Herzinger 9-13-95
Signature Date

Title (corporations only)

Signature Date

Title (corporations only)

Lessee(s) of Real Estate:

(please print or type full name)
By: _____
Signature Date

Title (corporations only)

Signature Date

Title (corporations only)

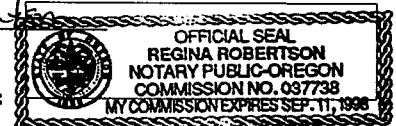
Equipment Description: ☐ See Schedule A

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF

Corporate Notary:

State of Oregon)
County of Klamath) ss.
On this 13th day of September, 1995, before
me, a Notary Public within and for Klamath County, personally
appeared Rance L. Herzinger to me personally known, and
to me personally known to be an officer, to wit, Rance L. Herzinger,
Credit
an officer of Northwest Farm Credit Service, ACA,
a corporation, and to me personally known to be the person who executed
this instrument on behalf of said corporation as such officer, who being duly
sworn, did say that he is such officer of said corporation described in and
which executed this instrument, that the seal affixed to this instrument is the
corporate seal of said corporation, and that said instrument was executed on
behalf of the corporation by authority of its Board of Directors; and said
corporation executed the same.

Regina Robertson
Notary Public

**Corporate Notary:**

State of _____)
County of _____) ss.
On this _____ day of _____, 19____, before
me, a Notary Public within and for _____ County, personally
appeared _____ to me personally known, and
to me personally known to be an officer, to wit, _____,
an officer of _____,
a corporation, and to me personally known to be the person who executed
this instrument on behalf of said corporation as such officer, who being duly
sworn, did say that he is such officer of said corporation described in and
which executed this instrument, that the seal affixed to this instrument is the
corporate seal of said corporation, and that said instrument was executed on
behalf of the corporation by authority of its Board of Directors; and said
corporation executed the same.

Notary Public

Personal Notary:

State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that he executed the same as his free act and deed.

Notary Public

Personal Notary:

State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that he executed the same as his free act and deed.

Notary Public

Personal Notary:

State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me,
a Notary Public within and for _____ County, personally
appeared _____ to me known to be the
person described in and who executed this instrument, and acknowledged
to me that he executed the same as his free act and deed.

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Legal Description:☐ See Exhibit B

(List complete legal description including township, section, range, etc.)
The NE1/4 of the NE1/4 of Section 28,
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Willamette Meridian, Klamath County,
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to the United States of America By Deed
recorded on page 540 of Volume 69 of Deed
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26038

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
3. Title and ownership of the Equipment shall remain with Lessor;
4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed;
5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
7. Lessor and Lessee may agree, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Severance Agreement will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Severance Agreement binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

PAGE 1 OF 2

Langell Valley Dairy

Exhibit A

Contract 6024387

Pro Time I to Include:

1) Double 12, Germania Legacy 7000, Heavy-Duty Stall System with Total Integration of Overhead Lines in Stainless Steel Pipeline Channel, CIP Units in Vertical Columns, Air Controls Pre-Assembled in Column Covers, Germania Stainless Steel Air Cylinders for Indexing & Gates, Air Tubing and Hosing Hidden in Vertical Columns and Pipeline Channel, Indexing Front End for Proper Cow Positioning, Heavy Duty Entrance and Exit Gates, All Air Operative, Sleep Brisket bar Front End. Column Covers and Takes off Covers- Stainless Steel.

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- 1) Fully Looped Header Pulsation Line 3: Vacuum Lines from Balance to receivers. 3" Fresh Air Lines.

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- 2) Custom built 18" Diameter x 24; High Stainless Steel Receiver with 3" inlets, 3" Diameter U-Bend, Large Moisture Trap with 3" vacuum Inlet, Flexiglas Receiver Cover with Gasket. Milk Line, Discharge Line, Wash Line

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- 200' 3" Stainless Steel Milk Line with all Tubulation, Fittings, clamps, gaskets, hangers.
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Pulsation to include:

- 24) Surge Pulsators with Alternating Action

26040

- 2) 32 Unit Pulsation Controller, Adjustable in Rate and Ratio
- 200' Twin Pulsation Hose
- 1) Pulsation Spare Parts Kit

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- 24) Support Arms-Germania.

- 12) Drop Hose for Udder Wash

- 12) Auto Test Spray Units 2/ROCA Pump

Complete Sprinkler per W/90 Cow Washers, 15 HP Pump, Extra Grate For Flush System

- 1) Koolenay Chiller W.2 x 12 HP

LANGELL VALLEY DAIRY

FARM CREDIT LEASING SERVICES CORPORATION

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Farm Credit Leasing the 26th day
of September A.D., 19 95 at 1:48 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 26032

FEE \$45.00

By Bernetha G. Letsch County Clerk