

35572

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STATE OF OREGON
Corporation Division - UCC
Public Service Building
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Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

Vol. 1191 Page 10252

THIS SPACE FOR OFFICE USE ONLY

UCC-1 STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

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 carbon, photograph or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (if individual list last name first)

1. J & W Walker Farms, Inc.
2. _____
3. _____

DEBTOR MAILING ADDRESS:

P.O. Box 830
Merrill, OR 97633

F. LIST THE TYPES (OR ITEMS) OF COLLATERAL (ORS 79.4020).

Use a separate sheet of paper if necessary.

☒ PRODUCTS of collateral are also covered.

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

B. SECURED PARTY(IES) NAME AND ADDRESS

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

Contact Name: _____ Phone No.: _____

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED:

By: William W. Walker By: _____
CFO/CEO

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. Secured Party must sign when Debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.
- ☐ Which is proceeds of the described original collateral which was perfected.
- ☐ Collateral as to which the filing has lapsed.
- ☐ Collateral acquired after a change of name, identity or corporate structure of debtor.

By: K.M. Gaiser Secured Party signature
Vice President

RETURN COPY TO: (name and address). Please do not type or print outside of bracketed area. OR, FAX COPY TO: (name and fax number).

Union Bank of California, N.A.
P.O. Box 45011
San Francisco, CA 94145
Attn: Commercial Service Center

Re: J & W Walker Farms, Inc.

Name: CSC 400-3 MIS

Fax Number: (415) 765-2707

Contact Number: (415) 765-2839

UCC-1 (Rev. 7/85)

97 APR -8 A9:12

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UCC-1 FINANCING STATEMENT

CROPS
EXHIBIT A

THIS EXHIBIT is attached to and made a part of that certain UCC-1 Financing Statement dated March 14, 1997 executed by J & W Walker Farms, Inc.

("Debtor") in favor of Union 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 potatoes, barley and wheat
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 crops, feed, feed additives, feed supplements 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 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;

(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) 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 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
U & W Walker Farms, Inc.

William W. Walker
William W. Walker
CFO/CEO

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UNION
BANK OF
CALIFORNIA

SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

SCHEDULE 1 to that certain UCC-1 Financing Statement dated March 14, 1997, executed by J & W Walker Farms, Inc. ("Debtor") in favor of Union Bank of California, N.A.

Description of Real Property

State	County	Legal Description	Acres
1) Oregon Lessor:	Klamath Lloyd Reed	Twp 40 Range 10 Section 20	60.0
2) Oregon Lessor:	Klamath City of Klamath Falls	Twp 39 Range 9 Section 13 NE 1/4 SW 1/4 Portion NW 1/4 SW 1/4	90.0
3) Oregon Lessor:	Klamath Jeld Wen	Twp 40S Range 10 EWM	50.0
4) Oregon Lessor:	Klamath Glenna Walker	Twp 41s Range 11E Section 10	79.0

INITIAL HERE W W

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Union Bank of California the 8th day
of April A.D. 19 97 at 9:12 o'clock A. M., and duly recorded in Vol. M97
of Mortgages on Page 10252

FEE \$20.00

by Bernetha G. Letsch, County Clerk
Kathleen Rosa