

NOT 84748

2009-013569

Klamath County, Oregon

AFTER RECORDING RETURN TO:

John D. Albert
ALBERT & TWEET, LLP
PO Box 968
Salem, OR 97308



00074196200900135690160160

10/19/2009 11:24:37 AM

Fee: \$112.00

UNTIL A CHANGE IS REQUESTED

SEND ALL TAX STATEMENTS TO:

Farm Credit West, PCA
1478 Stone Point Dr., Suite 450
Roseville, CA 95661

**DEED IN LIEU OF FORECLOSURE
(Non-Merger)**

Dwight Mebane and Helen Mebane, husband and wife, ("Grantors") convey to Farm Credit West, PCA ("Grantee") the following described real property ("the Property"):

See Exhibit A attached

Together with all Grantors' right, title and interest in any land sale contract or lease option agreement involving the Property. Grantors are the owners of the Property free and clear of all encumbrances except for those described in Exhibit B attached;

Grantors executed and delivered to Grantee a Trust Deed recorded on June 12, 2007, as Document No. 2007-010576, Records of Klamath County, Oregon, to secure payment of a Promissory Note or a Supplement to Master Loan Agreement dated as of June 5, 2007, in the sum of \$8,040,000.00; a Revolving Line of Credit Promissory Note or a Revolving Credit Supplement to a Master Loan Agreement dated as of June 5, 2007 in the sum of \$5,023,000.00; a Promissory Note or a Supplement to Master Loan Agreement dated as of June 5, 2007, in the sum of \$7,035,000.00; and a continuing guaranty dated June 5, 2007, guaranteeing the indebtedness of the Grantors as defined in the guaranty. The Notes and Guaranty and Trust Deed are in default and the Trust Deed is subject to foreclosure. In consideration of Grantee's acceptance of this deed in lieu of foreclosure (this "Deed") and in partial settlement of the debt against Grantors on the Notes and Guarantee, Grantee may retain all payments previously made on the notes, with no duty to account therefor.

This deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to the Property to the Grantee and this Deed is not intended as security of any kind. Grantors waive, surrender, and relinquish any equity of redemption and statutory rights of redemption that Grantors may have in connection with the Property and the Trust Deed.

Grantors warrant that during the time period that the Property was owned by Grantors, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §9601 et seq., the Superfund Amendments and Reauthorization Act (SARA), or other applicable state or federal laws, or regulations adopted pursuant to any of the foregoing. Grantors agree to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.

112pmt

This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its Trust Deed at any time as to any party with any claim, interest, or lien on the Property.


Grantors hereby surrender and deliver possession of the Property to Grantee, effective upon execution of this Deed.


Grantors have read and fully understand the above terms and are not acting under any misapprehension regarding the effect of this Deed, nor are Grantors under any duress, undue influence, or misrepresentations of Grantee, Grantee's agents, lawyers, or any other person.

Grantee does not expressly or impliedly agree to assume or pay any contract balances, debts, liens, charges, or obligations that relate or attach to the Property.

IN WITNESS WHEREOF, the Grantors have hereunto set its hand the day and year first above written.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.


Dwight Mebane


Helen Mebane

b7fcbmabanenonmerged

ACKNOWLEDGMENT

State of California

County of Kern

On October 6, 2009 before me, Desiree Ballengee, Notary Public
(Insert name and title of the officer)

personally appeared Dwight Mebane

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

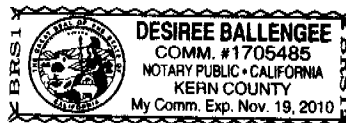
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Desiree Ballengee

(Seal)



ACKNOWLEDGMENT

State of California

County of Kern

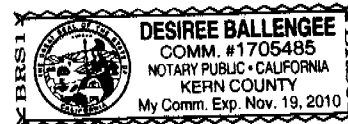
On October 6, 2009 before me, Desiree Ballengee, Notary Public
(Insert name and title of the officer)

personally appeared Helen Mebane
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Desiree Ballengee (Seal)



PARCEL 1:

All of the following real property situated in the County of Klamath and State of Oregon, bounded and described as follows, to wit:

The S1/2 of the NE1/4 and the SE1/4 of Section 30;

The NE1/4 of Section 31;

The SW1/4 of the SW1/4 of Section 29;

The W1/2 of the NW1/4 of Section 32;

ALL in Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; and all that part of the SE1/4 of the NW1/4 and all that part of the SW1/4 of the NE1/4 of Section 32, said Township and Range lying Northerly of and from the Main Public County or Market Road running through Section 32 in a Northeasterly direction, the premises hereby conveyed extending to the center line of said road;

Tax ID 3307-1000-06000-000
Key: 76385

PARCEL 2:

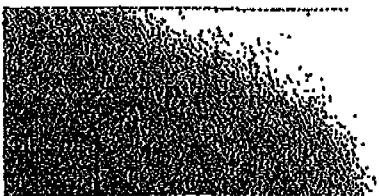
Tax ID: 3307-1000-02600-000

Key ID: 74886

That portion of Section 17, Township 33 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a stone marking the corner common to Sections 8, 9, 16 and 17, Township 33 South, Range 7 1/2 East, Willamette Meridian; thence West along the Section line, a distance of 9.78 chains, more or less, to the center of a stream channel known as Anna Creek Slough; thence Southeasterly along the center of the channel of said Anna Creek Slough to a point on the line between said Sections 16 and 17, which is 5.6 chains, more or less, South of the above mentioned corner; thence North 5.6 chains to the point of beginning; being that portion of the NE1/4 of the NE1/4 of Section 17, Township 33 South, Range 7 1/2 East of the Willamette Meridian lying Northeasterly from Anna Creek Slough;

AND



(Parcel 2 continued)

Lots 1, and 2, the NW1/4 of the SE1/4, the E1/2 of the NW1/4, the NE1/4 of the SW1/4 of Section 16, and W1/2 of the NW1/4 and the NW1/4 of the SW1/4 of Section 16, less that portion described as follows:

Beginning at a point on the line between Sections 16 and 17, Township 33 South, Range 7 1/2 East, Willamette Meridian where a stream known as Anna Creek Slough crosses said section line and which point is 5.6 chains, more or less, South of the Corner of Sections 8, 9, 16 and 17, of said Township and Range; thence south along the section line between said Sections 16 and 17, a distance of 56.25 chains, more or less, to the Northwest corner of the SW1/4 of the SW1/4 of Section 16; thence East along the North line of the SW1/4 of the SW1/4 of said Section 16, a distance of 14.12 chains, more or less, to the center of the channel of Anna Creek Slough; thence Northwesterly along the center of said channel to the point of beginning; being that portion of the West half of the NW1/4 and of the NW1/4 of the SW1/4 of Section 16, Township 33 South, Range 7 1/2 East, Willamette Meridian, lying Southwesterly from the Anna Creek Slough.

PARCEL 3:

	Tax ID	Key
3307-V000-04700-000	75091	
3307-V000-02900-000	74895	
3307-V000-04500-000	75108	

The S1/2 of the SW1/4 and the SW1/4 of the SE1/4 of Section 16; the SW1/4, the N1/2 of the NW1/4, the SW1/4 of the NW1/4, the NW1/4 of the NE1/4 and the E1/2 of the NE1/4, in Section 21; all in Township 33 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM: Two acres, more or less, in the SW1/4 SE1/4 of Section 16, Township 33 South, Range 7 1/2 East, Willamette Meridian, more particularly described as follows:

Commencing at the Southeast corner of said SW1/4 SE1/4; thence North a distance of 418 feet; thence West a distance of 209 feet; thence South a distance of 418 feet; thence East a distance of 209 feet to the place of beginning, being the same property conveyed to School District No. 7 by Deed recorded March 12, 1888 in Volume 3 at page 497 of Klamath County, Oregon Deed Records.

ALSO EXCEPTING THEREFROM a strip of land 400 feet in width off the East side of the NE1/4 NE1/4, Section 21.

AND EXCEPTING a parcel described as: Beginning at a point 1,180 feet North of the Southeast corner of the NE1/4 of Section 21, Township 33 South, Range 7 1/2 East, Willamette Meridian; thence West 175 feet; thence North 110 feet; thence East 175 feet; thence South 110 feet to the point of beginning.

AND EXCEPTING a parcel described as: Beginning at a point 1,180 feet North of and 175 feet West of the Southeast corner of the NE1/4 of Section 21, Township 33 South, Range 7 1/2 East, Willamette Meridian; thence running West 200.5 feet; thence North 110 feet; thence East 200.5 feet; thence South 110 feet to the point of beginning.

AND EXCEPTING THEREFROM any portion lying within Nicholson Road.

(Legal Description Continued)

PARCEL 4: Tax ID Key
 3307-41600-01900-000 74920

A portion of Lot 4, Section 16, Township 33 South, Range 7 1/2 East, Willamette Meridian, more particularly described as follows: Commencing at the Southwest corner of said Lot 4; thence East a distance of 210 feet; thence North a distance of 420 feet; thence West 210 feet; thence South 420 feet to the place of beginning, being the same property deeded to the Directors of School District No. 7 by Deed recorded March 12, 1888, in Volume 3, page 495 of Klamath County, Oregon Deed Records.

EXCEPTING THEREFROM any portion lying within Nicholson Road.

AND

A portion of the SW1/4 SE1/4 of Section 16, Township 33 South, Range 7 1/2 East, Willamette Meridian, more particularly described as follows: Commencing at the Southeast corner of said SW1/4 SE1/4; thence North a distance of 418 feet; thence West a distance of 209 feet; thence South a distance of 418 feet; thence East a distance of 209 feet to the place of beginning, being the same property conveyed to School District No. 7 by Deed recorded March 12, 1888 in Volume 3 at page 497 of Klamath County, Oregon Deed Records.

PARCEL 5: Tax ID Key
 3307-4000-05300-000 834235
 3307-4000-04600-000 7511.7

SE1/4 of NW1/4, SW1/4 of NE1/4, and SE1/4 of Section 21; W1/2 of SW1/4 and Government Lot 4 of Section 22, all in Township 33 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon.

Also, Government Lots 1, 2, 3, 4, 5, 6 and 7, and SW1/4 of SW1/4 of Section 27, and N1/2 of Section 28, all in Township 33 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 6: Tax ID Key
 3307-42200-00700-000 76232
 3307-42200-03300-000 833487

Beginning at a point 1,320 feet East of the quarter corner common to Sections 21 and 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0 degrees 05' East 1,325 feet; thence East 229 feet more or less, to the West bank of the Wood River; thence in a Northerly direction following the West bank of the Wood River to a point due East of the point of beginning; thence West 397.8 feet, more or less to the point of beginning, and being a portion of Government lot 3 of said Section 22; and also

Beginning at the point of beginning described above; thence North 330 feet, more or less, to the Wood River; thence in a Southerly direction along the bank of the Wood River to a point directly East of the place of beginning; thence West 397.8 feet, more or less, to the point of beginning, and being a portion of Government Lot 2 in said Section 22.

(Legal Description Continued)

PARCEL 7:

The following described property in Township 33 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon:

That portion of the SW1/4 of SW1/4, Section 5 lying Southwesterly from the Fort Klamath Crater Lake Highway; the S1/2 of NE1/4 and the SE1/4 of Section 7; the W1/2 of the NW1/4; the SW1/4 and the W1/2 of the SE1/4 of Section 8; the NW1/4; the W1/2 of NE1/4; the SE1/4; the SE1/4 of NE1/4 and the NE1/4 of NE1/4 of Section 17, less that portion described as follows:

That portion of the NE1/4 of NE1/4, Section 17, Township 33 South, Range 7 1/2 East, Willamette Meridian described as: Beginning at a stone marking the corner common to Sections 8, 9, 16 and 17, Township 33 South, Range 7 1/2 East, Willamette Meridian; thence West along the Section line a distance of 9.78 chains, more or less, to the center of a stream channel known as Anna Creek Slough; thence Southeasterly along the center line of the channel of said Anna Creek Slough to a point on the line between said Sections 16 and 17; which is 5.6 chains, more or less, South of the above named Section corner; thence North 5.6 chains to the point of beginning, being that portion of the NE1/4 of NE1/4 of Section 17, Township 33 South, Range 7 1/2 East, Willamette Meridian lying Northeastly from Anna Creek Slough.

ALSO that portion of W1/2 of NW1/4 and NW1/4 of SW1/4 of Section 16, described as follows: Beginning at a point on the line between Sections 16 and 17, Township 33 South, Range 7 1/2 East, Willamette Meridian, where a stream known as Anna Creek Slough crosses said section line, and which point is 5.6 chains, more or less, South of the common corner of Sections 8, 9, 16 and 17 of said Township and Range; thence South along the Section line between said Sections 16 and 17 a distance of 56.25 chains, more or less, to the Northwest corner of the Southwest quarter of Southwest quarter of said Section 16; thence East along the North line of the SW1/4 of SW1/4 of said Section 16 a distance of 14.12 chains, more or less, to the center of the channel of Anna Creek Slough; thence Northwestly along the center line of said channel to the point of beginning, being that portion of the W1/2 of NW1/4 and the NW1/4 of SW1/4 of Section 16, Township 33 South, Range 7 1/2 East, Willamette Meridian lying Southwesterly from the center line of Anna Creek Slough, all in Township 33 South, Range 7 1/2 East, Willamette Meridian.

ALSO EXCEPTING that portion of SW1/4 SE1/4 of said Section 17 described as follows: Commencing at the Southwest corner of SE1/4 of said Section 17 and running North along the half section line 300 feet; thence East parallel with the South section line 750 feet; thence South parallel with the first course of this description 300 feet to the South section line; thence Westly along said line 750 feet to the point of beginning.

EXCEPTING from said property any portion thereof lying within the boundaries of Nicholson Road.

3307-10000-01200
3307-10000-01201
3307-10000-01202

74412
895643
895644

(Legal Description Continued)

PARCEL 8:

3307-16000-01202

895644

All that property situate in the County of Klamath, State of Oregon, described as follows:

That portion of the SW1/4 of the SE1/4 of Section 17, Township 33 South, Range 7 1/2 East, Willamette Meridian, described as follows: Commencing at the Southwest corner of said SE1/4 of said Section 17 and running North along the half section line 300 feet; thence East, parallel with the South section line 750 feet; thence South, parallel with the first course of this description 300 feet to the South section line; thence Westerly along said line 750 feet to the point of beginning.

EXCEPTING THEREFROM any portion thereof lying within the boundaries of Nicholson Road.

PARCEL 9:

Parcels 1 and 2 of Land Partition 15-06, said Land Partition situated in the S1/2 of Section 28, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B.

SPECIAL EXCEPTIONS:

7. Taxes for the fiscal year 2008-2009, delinquent.

Account No:	3307-V0000-04500-000	Key No:	75108
Amount:	\$1,669.77, plus interest	Code No:	008
Account No:	3307-V22BC-03300-000	Key No:	833487
Amount:	\$1.37, plus interest	Code No:	008
8. Taxes for the fiscal year 2008-2009, a lien not yet due and payable.
9. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.
(Affects: All Parcels)
10. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Lake Timber Fire Patrol.
(Affects: All Parcels)
11. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
(Affects: All Parcels)

12. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Meadows Drainage District.
(Affects: All Parcels)
13. Any adverse claim based upon the assertion that:
A) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Anna Creek or has been formed by accretion to any such portion.
B) Some portion of said property has been created by deposit of artificial fill.
And Excepting:
C) The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high/low water line of the Anna Creek.
D) The right, title and interest of the State of Oregon in and to any portion lying below the high/low water line of Anna Creek.
14. Any adverse claim based upon the assertion that:
A) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Wood River or has been formed by accretion to any such portion.
B) Some portion of said property has been created by deposit of artificial fill.
And Excepting:
C) The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high/low water line of the Wood River.
D) The right, title and interest of the State of Oregon in and to any portion lying below the high/low water line of Wood River.
15. Right-of-way for the Melhase Ditch as delineated on the face of said Land Partition.
16. Easements, rights and restrictions contained in Decree entered December 30, 1919 in Suit No. 1038, John W. Cox VS Horace A. Weed, et al, in the Circuit Court of Klamath County in Journal Book 9, Page 546.
17. Right of way for irrigation laterals as disclosed by Deed from Fort Klamath Meadows Co. to Meadows Drainage District recorded October 25, 1922 in Deed Volume 59 at page 273, Records of Klamath County, Oregon, if the same affects the above described premises or any portion thereof.
(Affects All Parcels)
18. An easement created by instrument, subject to the terms and provisions thereof,
Dated: June 19, 1941
Recorded: June 27, 1941
Volume: 139, page 117, Microfilm Records of Klamath County, Oregon
For: Ingress and egress
Affects: The easterly 20 feet of the W1/2 NW1/4 of Section 21

19. Agreement regarding use of the Melhase Ditch, subject to the terms and provisions thereof;
Dated: November 19, 1952
Recorded: January 17, 1953
Volume: 258, page 595, Microfilm Records of Klamath County, Oregon
By and Between: Lloyd C. Nicholson and Dorothy Mae Nicholson, husband and wife; J. Emmitt Sisemore; L. Orth Sisemore and Elizabeth Sisemore, husband and wife; Joseph Christopher McAuliffe and Leonora Codd McAuliffe, husband and wife; Ira F. Orem and Marie Orem, husband and wife; Loren Miller Company; and J.P. McAuliffe and Nora McAuliffe, husband and wife
20. An easement created by instrument, subject to the terms and provisions thereof,
Dated: October 14, 1953
Recorded: November 16, 1953
Volume: 264, page 82, Microfilm Records of Klamath County, Oregon
In favor of: Wood River District Co., a corporation
For: An irrigation ditch
Affects: A strip of land 40 feet in width over and across portions of the E1/2 of the SB1/4 of Section 17.
21. Conveyance of access rights and the terms and provisions thereof:
Dated: February 6, 1991
Recorded: February 27, 1991
Volume: M91, page 3561, Microfilm Records of Klamath County, Oregon
Grantor: Susan McAuliffe and Ambrose W. McAuliffe
Grantee: State of Oregon, by and through its Department of Transportation, Highway Division
22. Subject to Reservations as contained in Warranty Basement Deed recorded January 6, 1999 in Volume M99 at page 346, Microfilm Records of Klamath County, Oregon, wherein Sovereign Partners, LLC conveyed to the United States of America by and through the Commodity Credit Corporation.
Modified by Correction Warranty Basement deed recorded August 22, 2001 in Volume M01, page 42601, Microfilm Records of Klamath County, Oregon. The term of the easement was corrected to be 30 years.
23. Waiver of Remonstrance, Land Partition 15-06, subject to the terms and provisions thereof;
Recorded: July 26, 2006
Volume: M06, page 15052, Microfilm Records of Klamath County, Oregon
Regarding: Farm and forest operations on nearby lands

24. Deed of Trust and Assignment of Rents, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: January 6, 2005
Recorded: January 14, 2005
Volume: M05, page 03412, Microfilm Records of Klamath County, Oregon
Amount: \$8,350,000.00
Grantor: Dwight Mebane and Helen Mebane, husband & wife
Trustee: AmeriTitle, an Oregon Corporation
Beneficiary: Farm Credit West, FLCA
Loan No.: 3798070

25. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: January 3, 2000
Recorded: January 19, 2000
Volume: M00, page 1878, Microfilm Records of Klamath County, Oregon
Amount: \$603,065.00
Grantor: Dwight Mebane and Helen Mebane
Trustee: Valley Production Credit Association
Beneficiary: Valley Production Credit Association
Loan Number: 0195301

The lien of the above Trust Deed was subordinated to the lien of the Deed of Trust and Assignment of Rents shown on Exception No. 24, by instrument,

Dated: January 6, 2005
Recorded: January 14, 2005
Volume: M05, page 03464, Microfilm Records of Klamath County, Oregon

26. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: January 3, 2000
Recorded: March 3, 2000
Volume: M00, page 6851, Microfilm Records of Klamath County, Oregon
Amount: \$603,065.00
Grantor: Dwight Mebane and Helen Mebane
Trustee: AmeriTitle
Beneficiary: Valley Production Credit Association
Loan Number: 0195301

The lien of the above Trust Deed was subordinated to the lien of the Deed of Trust and Assignment of Rents shown on exception No. 24, by instrument,

Dated: January 6, 2005
Recorded: January 14, 2005
Volume: M05, page 03470, Microfilm Records of Klamath County, Oregon

EXHIBIT B

27. Deed of Trust and Assignment of Rents, subject to the terms and provisions thereof, given to secure indebtedness with interest thereon and such future advance as may be provided therein;

Dated: January 6, 2005
Recorded: January 14, 2005
Volume: M05, page 03429, Microfilm Records of Klamath County, Oregon
Amount: \$29,265,465.00
Grantor: Dwight Mebane and Helen Mebane, husband & wife
Trustee: AmeriTitle, an Oregon Corporation
Beneficiary: Farm Credit West, PCA

28. Financing Statement, subject to the terms and provisions thereof;

Recorded: January 14, 2005
Volume: M05, page 03445, Microfilm Records of Klamath County, Oregon
Debtor: Helen Mebane
Secured Party: Farm Credit West, FLCA

An amendment of said Financing Statement was;

Recorded: March 30, 2005
Volume: M05, page 21671, Microfilm Records of Klamath County, Oregon

29. Financing Statement, subject to the terms and provisions thereof;

Recorded: January 14, 2005
Volume: M05, page 03454, Microfilm Records of Klamath County, Oregon
Debtor: Helen Mebane
Secured Party: Farm Credit West, PCA

An amendment of said Financing Statement was;

Recorded: March 30, 2005
Volume: M05, page 03445, Microfilm Records of Klamath County, Oregon

An amendment of said Financing Statement was;

Recorded: June 1, 2007
Volume: 2007-010577, Microfilm Records of Klamath County, Oregon

30. Right of First Refusal, including the terms and provisions thereof;

Dated: March 31, 2005
Recorded: March 30, 2005
Volume: M05, page 21653, Microfilm Records of Klamath County, Oregon.
In Favor of: Sevenmile Creek Ranch LLC, an Oregon limited liability company
(Affects All Parcels)

EXHIBIT B

31. Deed of Trust and Assignment of Rents, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: December 19, 2005
Recorded: January 9, 2006
Volume: M06, page 00411, Microfilm Records of Klamath County, Oregon
Amount: \$2,910,150.00
Grantor: Dwight Mebane and Helen Mebane, husband and wife
Trustee: AmeriTitle, an Oregon corporation
Beneficiary: Farm Credit West, FLCA
Loan No: 3865576

Affidavit Consenting to the Declaration for Approval of Land Partition 85-07

Recorded: June 1, 2009
Volume: 2009-007538, Microfilm Records of Klamath County, Oregon

32. Deed of Trust and Assignment of Rents, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: December 19, 2005
Recorded: January 9, 2006
Volume: M06, page 00412, Microfilm Records of Klamath County, Oregon
Amount: \$8,540,710.00
Grantor: Dwight Mebane and Helen Mebane, husband and wife
Trustee: AmeriTitle, an Oregon corporation
Beneficiary: Farm Credit West, PCA

Affidavit Consenting to the Declaration for Approval of Land Partition 85-07

Recorded: June 1, 2009
Volume: 2009-007538, Microfilm Records of Klamath County, Oregon

33. Waiver of Remonstrance, Land Partition 15-06, subject to the terms and provisions thereof;

Recorded: July 26, 2006
Volume: M06, page 15052, Microfilm Records of Klamath County, Oregon
Regarding: Farm and forest operations on nearby lands

34. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: January 02, 2007
Recorded: January 11, 2007
Volume: 2007-000565, Microfilm Records of Klamath County, Oregon
Amount: \$699,000.00
Grantor: Dwight Mebane and Helen Mebane, as Tenants By the Entirety
Trustee: AmeriTitle, an Oregon corporation
Beneficiary: Ambrose W. McAuliffe and Susan J. McAuliffe, as Tenants by the Entirety

35. Trust Deed and Assignment of Rents, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: June 5, 2007
Recorded: June 12, 2007
Volume: 2007-010576, Microfilm Records of Klamath County, Oregon
Amount: \$2,000,000.00
Grantor: Dwight Mebane and Helen Mebane, husband & wife, who acquired title as
Dwight Mebane and Helen Mebane, as tenants by the entirety
Trustee: AmeriTitle, an Oregon Corporation
Beneficiary: Farm Credit West, PCA

Affidavit Consenting to the Declaration for Approval of Land Partition 85-07

Recorded: June 1, 2009
Volume: 2009-007538, Microfilm Records of Klamath County, Oregon

36. Financing Statement Amendment, subject to the terms and provisions thereof;

Recorded: June 12, 2007
Volume: 2007-010577, Microfilm Records of Klamath County, Oregon
Debtor: Dwight G. Mebane
Secured Party: Farm Credit West, PCA

37. Articles of Incorporation of Wood River District Improvement Company, subject to the terms and provisions thereof;

Recorded: April 1, 2009
Volume: 2009-004582, Microfilm Records of Klamath County, Oregon

38. 60 foot access and utility easement as delineated on Land Partition 85-07

End of Exceptions
