

MT 91879

After Recording Return to:
Farm Credit Services - Klamath Falls
300 Klamath Avenue, Suite 200
PO Box 148
Klamath Falls, OR 97601.

2011-013676

Klamath County, Oregon



00111234201100136760130133

12/12/2011 11:10:49 AM

Fee: \$107.00

Customer/Note No: 074826-441-999-99
074826-442-999-99

Deed of Trust

THIS DEED OF TRUST IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A FIXTURE FILING.

THIS DEED OF TRUST IS ALSO INTENDED TO BE A FILING AGAINST TIMBER TO BE CUT.

ATTENTION: COUNTY RECORDER: This Deed of Trust covers goods that are or are to become affixed to or fixtures on the land described herein and is to be filed for record in the records where trust deeds on real estate are recorded. Additionally, this instrument covers and should be appropriately indexed, not only as a trust deed, but also as a financing statement covering timber to be cut and goods that are or are to become fixtures on the real property described herein.

On December 9, 2011, RLF Klamath Properties, LLC, a Limited Liability Company, hereinafter called Grantors, whose address is

619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903

grant, convey, warrant, transfer and assign to AmeriTitle, a corporation, hereinafter called Trustee, whose address is 300 Klamath Avenue, PO Box 5017, Klamath, OR 97601, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Klamath County(ies), State of Oregon, more particularly described as follows (the "Land"):

WHITELINE #2 (Property 100)

Parcel 1:

Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

Section 1: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2

Section 2: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2

Section 3: Government Lots 1, 2 and 3; SW1/4 NW1/4; W1/2 SW1/4; SE1/4 SW1/4; S1/2 NE1/4; SE1/4;

Government Lot 4 excepting therefrom the S1/2 N1/2 NE1/4 NW1/4;

N1/2 S1/2 NE1/4 NW1/4; N1/2 SE1/4 NW1/4; N1/2 S1/2 SE1/4 NE1/4 of said Government

Lot 4

Section 4: Government Lots 1, 2, 3 and 4; S1/2 N1/2; N1/2 SW1/4; SE1/4 SW1/4; SE1/4;

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107-441

SW1/4 SW1/4

- Section 5: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 6: Government Lots 1, 2 and 3; S1/2NE1/4; N1/2 SE1/4; SE1/4 SE1/4
Section 8: N1/2; SE1/4
Section 9: NE1/4 NW1/4; S1/2 NW1/4; NW1/4 SW1/4; S1/2 SW1/4; E1/2; NW1/4 NW1/4;

NE1/4 SW1/4

- Section 10: All
Section 11: All
Section 12: All
Section 13: E1/2 NW1/4; E1/2 SW1/4; NE1/4; W1/2 SE1/4; SE1/4 SE1/4
Section 14: NW1/4; W1/2 NE1/4; SE1/4 NE1/4; N1/2 SE1/4; SW1/4 SE1/4; W1/2 SW1/4;
SE1/4 SW1/4; that portion of the NE1/4 SW1/4 lying northeasterly of Swan Lake Road
Section 15: All
Section 16: All
Section 17: E1/2 E1/2
Section 21: NW1/4 NW1/4; E1/2 NW1/4; NE1/4; NE1/4 SW1/4; SE1/4
Section 22: All
Section 23: All
Section 24: W1/2 NW1/4; SE1/4 NW1/4; NE1/4 NE1/4; S1/2
Section 25: NE1/4 NE1/4
Section 26: N1/2; SW1/4; W1/2 SE1/4; NE1/4 SE1/4
Section 27: All
Section 28: N1/2 NE1/4; SE1/4 NE1/4; NE1/4 SE1/4
Section 34: All
Section 35: W1/2; W1/2 NE1/4; SE1/4; SE1/4 NE1/4
Section 36: SW1/4

Parcel 2:

Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

- Section 2: Government Lots 3 and 4
Section 3: Government Lots 1 and 2

Parcel 3:

Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

- Section 4: SW1/4 NW1/4; W1/2 SW1/4
Section 5: S1/2; S1/2 N1/2
Section 6: Government Lots 2, 3, 4, 5, 6, 7 and 9; SE1/4 NW1/4; S1/2 NE1/4;
E1/2 SW1/4; SE1/4
Section 7: Government Lots 1, 2, 3 and 4; E1/2 W1/2; SE1/4; N1/2 NE1/4;
SW1/4 NE1/4; W1/2 SE1/4 NE1/4
Section 8: NE1/4 excepting the W1/2 W1/2 SW1/4 NE1/4
Section 9: NW1/4
Section 18: Government Lots 1, 2, 3 and 4; E1/2 NW1/4; NE1/4 SW1/4;
W1/2 NW1/4 SE1/4; W1/2 W1/2 NE1/4

WHITELINE #1 (Property 200)

Parcel 4:

S1/2 NE1/4; SE1/4 NW1/4; NE1/4 SW1/4; N1/2 SE1/4; S1/2 SE1/4; SE1/4 SW1/4 and Government Lots 3 and 4 of
Section 19, Township 37 south, Range 10 east of the Willamette Meridian, Klamath County, Oregon.

S1/2 NW1/4; N1/2 SW1/4 and S1/2 SW1/4 of Section 20, Township 37 south, Range 10 east of the Willamette Meridian, Klamath County, Oregon.

NW1/4; N1/2 SW1/4 of Section 29, Township 37 south, Range 10 east of the Willamette Meridian, Klamath County, Oregon.

Government Lot 1, 2 and 3; NE1/4; E1/2 NW1/4; N1/2 SE1/4 and NE1/4 SW1/4 of Section 30, Township 37 south, Range 10 east of the Willamette Meridian, Klamath County, Oregon.

CHAPMAN SULLIVAN – West (Property 300)

Parcel 5:

Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

Section 1: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 2: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 3: Government Lots 1, 2, 3 and 4; S1/2 N1/2; E1/2 SW1/4; NE1/4 SE1/4
Section 4: Government Lots 1 and 2
Section 10: NW1/4 NW1/4
Section 11: NE1/4; N1/2 SE1/4; SE1/4 SE1/4; W1/2 SW1/4; NW1/4 NW1/4;
E1/2 NW1/4
Section 12: All
Section 13: N1/2; NE1/4 SW1/4; SE1/4
Section 14: NE1/4 NE1/4
Section 24: E1/2 NE1/4; NE1/4 SE1/4

Parcel 6:

Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Section 7: All
Section 8: All; EXCEPTING therefrom that portion within the O C & E Railroad right
of way
Section 9: E1/2 lying South of Bliss Road (formerly Squaw Flats Road); S1/2NW1/4; SW1/4; EXCEPT that
portion lying within the boundaries of the Oregon-California and Eastern Railway Company's right of way;
and ALSO EXCEPTING therefrom that portion conveyed to County of Klamath for road purposes as
described in Deed dated January 28, 1928 in Book 79 at page 420, Deed Records of Klamath County,
Oregon
Section 10: SW1/4 NW1/4; SW1/4; EXCEPTING therefrom that portion conveyed to Leon F. Challis by deed
dated October 10, 1944 and recorded October 13, 1944 in Volume 169, page 592, Deed records of Klamath
County, Oregon
Section 14: W1/2 W1/2; SE1/4 SW1/4 EXCEPTING therefrom that portion conveyed to Leon F. Challis by
deed dated October 10, 1944 and recorded October 13, 1944 in Volume 169, page 592, Deed records of
Klamath County, Oregon
Section 15: NW1/4; S1/2; NE1/4; EXCEPTING therefrom that portion conveyed to Leon F. Challis by deed
dated October 10, 1944 and recorded October 13, 1944 in Volume 169, page 592, Deed records of Klamath
County, Oregon. ALSO EXCEPTING therefrom that portion within the O C & E Railroad right of way
Section 16: All; EXCEPTING therefrom that portion within the O C & E Railroad right
of way
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 21: All
Section 22: All

Section 23: All of that portion lying Southwest of the Sprague River County Road;
 Section 26: NE1/4 lying southwest of the Sprague River County Road; W1/2 SE1/4; SW1/4; NW1/4;
 EXCEPTING therefrom that portion within the O C & E Railroad right of way
 Section 27: NW1/4; N1/2 SW1/4; N1/2 SE1/4; NE1/4; EXCEPTING therefrom that portion within the O C &
 E Railroad right of way
 Section 28: N1/2; NW1/4 SW1/4
 Section 29: All
 Section 30: All

CHAPMAN SULLIVAN – East (Property 400)

Parcel 7:

Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

Section 17: W1/2
 Section 18: All
 Section 19: All
 Section 20: W1/2
 Section 29: NW1/4; N1/2 SW1/4; SE1/4 SW1/4
 Section 30: N1/2; N1/2 SE1/4

Parcel 8:

Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Section 11: SE1/4 NW1/4; E1/2 SW1/4; S1/2 SE1/4
 Section 13: S1/2; NE1/4; E1/2 NW1/4
 Section 14: E1/2 E1/2;
 Section 23: E1/2 E1/2; W1/2 SE1/4 EXCEPTING therefrom that portion lying Southwesterly of the County
 Road
 Section 24: All
 Section 25: N1/2; N1/2 SW1/4; SE1/4 SW1/4; EXCEPTING therefrom that portion of the
 SW1/4 NW1/4 and the SW1/4 lying Southwesterly of the County Road

LONG LAKE (Property 600A)

Parcel 11:

Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 25: The West 1/2 of the SW1/4
 Section 36: Government lots 1, 2, 3 and 4; the SW1/4 of the SE1/4; the NW1/4 of the NW1/4;
 the South 1/2 of the NW1/4; the SW1/4. EXCEPTING THEREFROM that portion lying within the
 highway. ALSO EXCEPTING THEREFROM the following described tract of land: A tract of Land
 situated in Sections 25 and 36, Township 37 South, Range 7 East of the Willamette Meridian, Klamath
 County, Oregon, Section 1, Township 38 South, Range 7 East of the Willamette Meridian, Klamath
 County, Oregon, and Section 6, Township 38 South, Range 8 East of the Willamette Meridian, Klamath
 County, Oregon, more particularly described as follows:
 Beginning at the West 1/4 corner of said Section 25; thence South 00° 44' 32" East, along the Section line,
 118.05 feet; thence South 49° 22' 41" East 361.49 feet; thence South 47° 44' 12" East 975.72 feet; thence
 South 48° 52' 17" East 494.19 feet to a point 50.00 feet West of the East line of the West 1/2 SW1/4 of said
 Section 25; thence South 00° 37' 23" East, parallel to said East line, 1321.50 feet to the South line of said
 Section 25; thence South 01° 08' 39" West 409.18 feet; thence South 03° 45' 51" East 467.9 feet; thence
 South 05° 38' 45" East 437.66 feet; thence South 18° 21' 38" East 291.62 feet; thence South 30° 57' 13"
 East 2238.32 feet; thence South 60° 32' 37" East 918.82 feet; thence South 08° 13' 26" East 398.57 feet;
 thence South 17° 10' 32" East 2344.00 feet; thence South 30° 55' 21" East 476.40 feet; thence

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South 07° 14' 33" East 337.65 feet; thence South 03° 10' 08" East 150.16 feet; thence North 74° 27' 41" East 433.52 feet to a point on the Westerly right of way of State Highway #140 at Station 1617+26.64; thence Northerly along said right of way 8500 feet, more or less, to the South line of said Section 25, thence North 89degrees 38' 19" West 1350 feet, more or less, to the West 1/16 corner common to said Section 25 and 36; thence North 00° 37' 23" West 2621.14 feet; thence North 88° 33' 26" West 1406.56 feet to the point of beginning.

Parcel 12:

Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 1: All EXCEPT a 2.02 acre strip for highway in Government Lot 1

ALSO EXCEPTING THEREFROM the following described tract of land:

A tract of Land situated in Sections 25 and 36, Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, Section 1, Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and Section 6, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the West 1/4 corner of said Section 25; thence South 00° 44' 32" East, along the Section line, 118.05 feet; thence South 49° 22' 41" East 361.49 feet; thence South 47° 44' 12" East 975.72 feet; thence South 48° 52' 17" East 494.19 feet to a point 50.00 feet West of the East line of the West 1/2 SW1/4 of said Section 25; thence South 00° 37' 23" East, parallel to said East line, 1321.50 feet to the South line of said Section 25; thence South 01° 08' 39" West 409.18 feet; thence South 03° 45' 51" East 467.9 feet; thence South 05° 38' 45" East 437.66 feet; thence South 18° 21' 38" East 291.62 feet; thence South 30° 57' 13" East 2238.32 feet; thence South 60° 32' 37" East 1918.82 feet; thence South 08° 13' 26" East 398.57 feet; thence South 17° 10' 32" East 2344.00 feet; thence South 30° 55' 21" East 476.40 feet; thence South 07° 14' 33" East 337.65 feet; thence South 03° 10' 08" East 150.16 feet; thence North 74° 27' 41" East 433.52 feet to a point on the Westerly right of way of State Highway #140 at Station 1617+26.64; thence Northerly along said right of way 8500 feet, more or less, to the South line of said Section 25, thence North 89° 38' 19" West 1350 feet, more or less, to the West 1/16 corner common to said Section 25 and 36; thence North 00° 37' 23" West 2621.14 feet; thence North 88° 33' 26" West 1406.56 feet to the point of beginning.

Section 12: All

Section 13: All

Parcel 13:

Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 6: That portion of Government Lot 2 lying West of the East bank of the Caledonia canal

EXCEPTING THEREFROM that portion lying within the highway and

ALSO EXCEPTING THEREFROM the following described tract of land:

A tract of Land situated in Sections 25 and 36, Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, Section 1, Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and Section 6, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the West 1/4 corner of said Section 25; thence South 00° 44' 32" East, along the Section line, 118.05 feet; thence South 49° 22' 41" East 361.49 feet; thence South 47° 44' 12" East 975.72 feet; thence South 48° 52' 17" East 494.19 feet to a point 50.00 feet West of the East line of the West 1/2 SW1/4 of said Section 25; thence South 00° 37' 23" East, parallel to said East line, 1321.50 feet to the South line of said Section 25; thence South 01° 08' 39" West 409.18 feet; thence South 03° 45' 51" East 467.9 feet; thence South 05° 38' 45" East 437.66 feet; thence South 18° 21' 38" East 291.62 feet; thence South 30° 57' 13" East 2238.32 feet; thence South 60° 32' 37" East 1918.82 feet; thence South 08° 13' 26" East 398.57 feet; thence South 17° 10' 32" East 2344.00 feet; thence South 30° 55' 21" East 476.40 feet; thence South 07° 14' 33" East 337.65 feet; thence South 03° 10' 08" East 150.16 feet; thence North 74° 27' 41" East 433.52 feet to a point on the Westerly right of way of State Highway #140 at Station 1617+26.64; thence Northerly

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along said right of way 8500 feet, more or less, to the South line of said Section 25, thence North 89° 38' 19" West 1350 feet, more or less, to the West 1/16 corner common to said Section 25 and 36; thence North 00° 37' 23" West 2621.14 feet; thence North 88° 33' 26" West 1406.56 feet to the point of beginning.

The NW1/4 of the SW1/4 lying West of the East Bank of the Canal.
EXCEPTING THEREFROM that portion lying within the highway

The SW1/4 of the SW1/4

Section 7: The NW1/4 of the NW1/4; the SW1/4 of the NW1/4; Government Lots 6 and 7

EXCEPTING THEREFROM the following described tracts of land:

A part of the SW1/4 of NW1/4 of Section 7, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SE corner of said SW1/4 of NW1/4 and which is South 89° 10' East 1356.3 feet from the West 1/4 corner of said Section 7; thence along the East line of said SW1/4 of NW1/4 North 0° 56' East 668.0 feet, more or less, to the Easterly boundary line of the Rock Creek Highway, as located on April 27, 1942; thence Southwesterly along said boundary line to the South line of said SW1/4 of NW1/4 to a point which is South 89° 10' East 952.0 feet from the West 1/4 corner of said Section; thence along said South line South 89° 10' East 404.30 feet, more or less, to the point of beginning.

A part of Lot 6 of Section 7, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly boundary line of the Rock Creek Highway, as located on April 27, 1942, with the North boundary line of said Lot 6, which point is South 89° 10' East 952.0 feet from the West 1/4 corner of said Section 7; thence along said North boundary line South 89° 10' East 1022.85 feet, more or less to the East line of said Lot 6; thence Southwesterly along the East boundary line of said Lot South 22° 42' West 663.82 feet; thence South 31° 15' West 598.25 feet; thence South 46° 18' West 371.4 feet, more or less, to the South boundary line of said Lot; thence along said South boundary line North 89° 10' West 510.4 feet, more or less, to a point which is South 89° 10' East 660.0 feet from the Southwest corner of said Lot 6; thence North 0° 16' East 973.0 feet, more or less, to the Easterly boundary line of said Rock Creek Highway; thence Northeasterly along said Easterly boundary line to its intersection with the North boundary line of said Lot 6 to the point of beginning.

A part of Lot 7 of Section 7, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North boundary line of said Lot 7, which is South 89° 10' East 660.0 feet from the Northwest corner of said Lot; thence along said North boundary line South 89° 10' East 510.4 feet, more or less, to the East line of said Lot 7; thence along the East line of said Lot South 46° 18' West 561.67 feet; thence North 14° 58' West 403.90 feet, more or less, to the point of beginning.

Section 18: Government Lots 1, 2 and 3; the SW1/4 of the SE1/4; the East 1/2 of the SW1/4; the West 1/2 of the West 1/2.

Section 19: Government Lots 1, 2, 3, 4 and 5; the NE1/4; the NE1/4 of the SE1/4

Section 20: Government Lots 1, 2, 3, 4 and 5; the SW1/4 of the SW1/4.

Section 28: Government Lot 1; the SW1/4 of the SE1/4; the SW1/4.

Section 29: Government Lots 1, 2, 3 and 4; the South 1/2 of the NE1/4; the NW1/4 of the NE1/4; the East 1/2 of the NW1/4; the NW1/4 of the NW1/4; the North 1/2 of the SE1/4; the SE1/4 of the SE1/4.

Section 30: Government Lot 1

Section 32: Government Lot 1

Section 33: The East 1/2; the East 1/2 of the NW1/4; the NW1/4 of the NW1/4.

Section 34: The West 1/2 of the SW1/4.

Parcel 14:

Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 3: The West 1/2 of the NW1/4.

Section 4: The NE1/4 of the NE1/4;

3709-00000-00100, 3709-00000-00200, 3709-00000-00300, 3709-00000-00400, 3709-00000-00500, 3709-00000-00600, 3709-00000-00700, 3709-00000-00900, 3709-00000-01000, 3709-00000-01100, 3709-00000-01200, 3709-00000-01300, 3709-00000-01400, 3709-00000-01500, 3709-00000-01500, 3709-00000-01600, 3709-00000-01800, 3709-00000-01900, 3709-00000-02300, 3709-00000-02400, 3709-00000-02500, 3709-00000-02600, 3709-00000-02700, 3709-00000-02800, 3709-00000-02900, 3709-00000-03000, 3709-00000-03100, 3709-00000-03200, 3709-00000-03300, 3709-00000-03400, 3709-00000-03500, 3709-00000-03600, 3709-00000-03700, 3709-00000-03800, 3709-00000-03900, 3709-00000-04100, 3709-00000-04300, 3709-00000-04400, 3709-00000-04500, 3709-00000-04600, 3709-00000-04700, 3709-00000-04800, 3709-00000-04900, 3709-00000-05000, 3709-00000-05700, 3709-00000-05800, 3709-00000-05900, 3709-00000-06000, 3709-00000-06100, 3709-00000-06200, 3709-00000-06300, 3709-00000-06400, 3709-00000-06500, 3709-00000-06600, 3709-00000-06700, 3709-00000-06900, 3709-00000-07000, 3709-00000-07100, 3709-00000-07200, 3709-00000-07300, 3709-00000-07400, 3709-00000-07500, 3709-00000-08500, 3709-00000-08600, 3709-00000-08700, 3709-00000-08900, 3709-00000-09000, 3709-00000-09100, 3709-00000-09500, 3709-00000-09500, 3709-00000-09700, 3709-00000-10000, 3709-00300-00100, 3709-00300-00200, 3709-00300-00400, 3709-00300-00500, 3709-00300-00600, 3709-00300-00700, 3709-00300-00900, 3709-00300-01000, 3709-00300-01100, 3709-00300-01200, 3709-00300-01600, 3709-00300-01700, 3709-00300-01800, 3709-00300-01900, 3709-00300-02000, 3709-00300-02100, 3709-00300-02200, 3709-00600-00100, 3709-01400-00200, 3709-01400-00300, 3709-01400-00400, 3709-01400-00700, 3709-02100-00100, 3709-02100-00200, 3709-02800-00100, 3710-00000-00800, 3710-00000-00900, 3710-00000-01100, 3710-00000-01201, 3710-00000-01301, 3710-00000-01401, 3710-00000-03100, 3809-00000-00600, 3809-00000-00700, 3809-00000-00800, 3710-00000-03600, 3710-00000-03700, 3710-00000-03800, 3710-00000-03900, 3710-00000-06000, 3710-00000-06200, 3710-00000-06300, 3710-00000-00100, 3710-00000-00200, 3710-00000-00300, 3710-00000-00400, 3710-00000-00500, 3710-00000-00700, 3710-00000-01500, 3710-00000-01600, 3710-00000-01700, 3710-00000-01800, 3710-00000-01900, 3710-00000-02000, 3710-00000-02100, 3710-00000-02200, 3710-00000-02300, 3710-00000-04700, 3711-V0000-00400, 3711-V0000-00700, 3711-V0000-01000, 3711-V0000-01800, 3711-V0000-02000, 3711-V0000-02100, 3711-V0000-02200, 3711-V0000-02400, 3711-V0000-02500, 3711-V0000-02600, 3711-V0000-02701, 3711-V0000-02800, 3711-V0000-02900, 3711-V0000-03000, 3711-V0000-03100, 3711-V0000-03200, 3711-V0000-03400, 3711-V0000-03500, 3711-V0000-03600, 3711-V0000-03700, 3711-V0000-04600, 3711-V0000-04700, 3711-V0000-04800, 3711-V0000-04900, 3711-V0000-05100, 3711-V0000-05200, 3711-V0000-05300, 3711-V0000-05500, 3711-V0000-05600, 3711-V0000-05700, 3711-V1600-00100, 3711-V1600-00200, 3711-V1600-00300, 3711-V1600-00400, 3711-V1600-00500, 3711-V1600-00600, 3711-V1600-00700, 3711-V1600-00800, 3711-00000-00500, 3711-00000-00600, 3711-00000-00600, 3711-00000-00700, 3711-00000-00700, 3711-00000-01200, 3711-030D0-00100, 3711-V0000-00101, 3711-V0000-01300, 3711-V0000-01400, 3711-V0000-01500, 3711-V0000-03800, 3711-V0000-03800, 3711-V0000-03900, 3711-V0000-03900, 3711-V0000-04000, 3711-V0000-04100, 3711-V0000-04100, 3711-03200-00800, 3711-03200-00900, 3408-00000-01500, 3509-00000-00600, 3707-00000-04500, 3707-00000-05900, 3807-00000-00100, 3807-00000-01200, 3807-00000-01300, 3808-00000-01300, 3808-00000-01400, 3808-00000-01500, 3808-00000-02000, 3808-00000-02400, 3808-00000-02600, 3808-00000-02800, 3808-00000-03500, 3808-00000-03800, 3808-00600-00200, 3808-00700-00300, 3808-03400-00300, 3908-00000-00300, 3908-00000-00500;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

Together with all timber and forest products, produced on the land described herein, along with all products thereof including but not limited to logs, lumber in process and finished stock, and all contracts of conveyance or sale of such timber, forest products and/or other products and any proceeds thereof, all of which is hereby declared appurtenant to the herein mortgaged property; excluding timber conveyed by that certain Timber Deed dated November 18, 2011, recorded November 23, 2011 as Instrument No. 2011-013079 of the official records of Klamath County, Oregon.

Deed of Trust (074826-441-999-99)

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property." Property excludes crops owned by Lessees under farm leases.

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
December 9, 2011	\$4,501,000.00	January 1, 2019
December 9, 2011	\$2,960,000.00	January 1, 2019

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.

4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be reasonably satisfactory to Beneficiary.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned,

conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.

11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein after any notice and opportunity to cure, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, reasonable attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property not discharged within 30 days, then, Grantors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Beneficiary's option after any notice and opportunity to cure, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to

deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
 - a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.
 - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.
23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this deed of trust.
24. That Grantors warrant that Grantors' state of formation is the State of Colorado and Grantors' exact legal name is as set forth in the first paragraph of this Deed of Trust.
25. That the term "Timber Lands" as hereinafter used refers to that part of the Property now maintained and operated primarily for the production of timber;

26. That the Timber Lands shall be operated for their highest and best use as timberlands, having due regard to soil conditions, stand arrangements and other factors relevant to the conduct of sound silvicultural and harvesting practices;
27. That all measures shall be taken which are reasonably necessary to protect the Timber Lands from loss by fire, which measures shall be at least equal to fire-control practices generally followed on timber-producing property in the same general area, including the adoption of suitable prevention and control measures, the maintenance of adequate fire-fighting equipment, proper disposal of slash, maintenance of an adequate system of roads and roadways to permit access for mobile fire fighting equipment to all parts of the Timber Lands;
28. That in accordance with sound silvicultural practices all reasonable and effective measures shall be taken to prevent the development of and to control the spread of disease and insect infestation on the Timber Lands;
29. That the Timber Lands shall be marked to indicate the boundaries thereof in a conspicuous manner reasonably satisfactory to the Beneficiary; such markings shall be renewed from time to time as may be necessary to clearly maintain public notice of boundaries; and Grantors shall cause the Timber Lands to be inspected for the purpose of preventing trespass of any type or nature, including unauthorized cutting of timber;
30. Notwithstanding anything to the contrary in this Deed of Trust or the Loan Documents, Beneficiary agrees to release portions of the real estate provided the following conditions are satisfied:
- (i) Grantor is not in default under the Loan Documents;
 - (ii) The overall ratio of total liabilities to total assets shall not exceed 48% on a GAAP basis following such release;
 - (iii) Beneficiary reserves the right to require an updated appraisal if market conditions warrant, provided that during the first two (2) years after the date of this Deed of Trust, Beneficiary agrees to use the appraisal approved by Beneficiary in connection with the underwriting of the Loan, and thereafter, to re-appraise the Property not more than once every two (2) years.
 - (iv) Payment of a loan servicing fee of not less than \$250 nor more than \$2,500 (based on the amount of partial release payment), plus any reasonable costs related to the release, including but not limited to title, recording and costs and appraisal updates (subject to (iii) above).
 - (v) Grantor shall execute any documentation reasonably requested by Beneficiary to complete the partial release request.
 - (vi) The release shall not restrict or eliminate legal access to any remaining real estate collateral on the Loan.
 - (vii) Any junior lien holders shall consent to the partial release.
31. That all cutting operations shall be conducted in such a manner as to realize the greatest return from the individual tree and from the timber stand, to effect suitable utilization of the Timber Lands, to assure the early and complete regeneration of stands of desirable timber, and to bring about their optimum growth; all trees shall be cut as close to the ground as practicable; all desirable trees which are not at the time being harvested, including young trees, shall be protected against unnecessary injury from felling, skidding and hauling; and all reasonable measures shall be used to prevent soil erosion including the proper location of skid ways and roads;
32. That to the extent economically feasible, all trees which are dead, diseased, fallen or otherwise damaged, shall be salvaged in accordance with sound silvicultural practices; any timber salvaged shall be applied as provided below hereof; and use of any salvage, except as provided below, shall be subject to the prior written approval of the Beneficiary;
33. Beneficiary and Grantor agree as follows as it relates to the timber on the Property:
- (i) Beneficiary agrees to release the 2013 Timber from the Property as set forth in the Loan (Security) Agreement and Assignment of Funds by and between Grantor and Beneficiary and the Subordination, Nondisturbance and Attornment Agreement by and between Grantor, Beneficiary, and Columbia Plywood Corporation, upon payment of the lump sum as set forth in the Loan (Security) Agreement and Assignment of Funds; and

(ii) Grantor shall have the right to complete and contract for timber harvests on an ongoing basis, provided that Grantor shall maintain compliance with the quarterly timber harvest reporting requirements and quarterly principal payments (\$45.00 for each 1,000 board feet of timber harvested) as set forth in the \$2,960,000 Note and Loan Agreement."

34. That these provisions shall control, if any provisions contained herein, shall conflict or appear to conflict with any other portion of the deed of trust.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

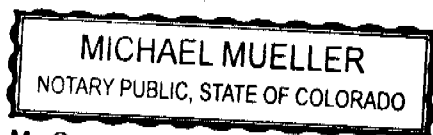
RLF Klamath Properties, LLC, a Limited Liability Company

By: Resource Land Fund IV, LLC, Manager

By: [Signature]
Aaron M. Patsch, Authorized Representative

STATE OF Colorado)
County of El Paso)ss.

On this 9th day of December, 2011, before me personally appeared Aaron M. Patsch, known to me to be the authorized representative of Resource Land Fund IV, LLC, the limited liability company that executed the within instrument as a manager in RLF Klamath Properties, LLC, the limited liability company that executed the within instrument, and acknowledged that such limited liability company executed the same as such manager and in the company name freely and voluntarily, and each on oath stated that they were authorized to execute said instrument.



My Comm. Expires January 11, 2015

Michael Mueller
Printed name [Signature]
Notary Public for the State of CO
Residing at 619 N. Grand St, 200 80904
My commission expires Jan 11, 2015

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority.